



RESOLUTION No. 18-328

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A CONTRACT BETWEEN THE COUNTY OF NEVADA AND KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED NEVADA COUNTY COMMERCIAL CANNABIS CULTIVATION ORDINANCE IN THE MAXIMUM AMOUNT OF \$255,985, AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE FISCAL YEAR 2018/19 CANNABIS POLICY AND COMPLIANCE AND GENERAL FUND BUDGETS (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the County is preparing a County Ordinance to allow Commercial Cannabis Cultivation within certain zoning districts within the County which requires an assessment of the potential impacts to the environment (collectively “the proposed Project”); and

WHEREAS, an Environmental Impact Report in accordance with the California Environmental Quality Act is required in connection with the processing and review of the proposed Project; and

WHEREAS, Requests for Proposals were sent to ten (10) consultants and responses were received from five (5) of those firms; and

WHEREAS, the County desires to hire Kimley-Horn and Associates, Inc., to prepare the CEQA environmental document for the proposed Project; and

WHEREAS, the funds to provide for this contract will be released from the General Fund Unassigned Fund Balance into the Cannabis Policy and Compliance Budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, approves that certain Contract in the amount of \$255,985, by and between the County of Nevada and Kimley-Horn and Associates, Inc., for a term of July 1st, 2018 to December 31st, 2019, pertaining to the preparation of an Environmental Impact Report for the proposed Project, in the form attached hereto as Exhibit A, and authorizes the Chair of the Board of Supervisors to execute the Contract on behalf of the County of Nevada.

BE IT FURTHER RESOLVED that the County will fund the preparation of the Environmental Impact Report by the consultant through the Cannabis Policy and Compliance budget and the Board of Supervisors approves release of General Fund Unassigned Fund Balance in the amount of \$255,985. The Board of Supervisors further directs the Auditor-Controller to release General Fund Unassigned Fund Balance in the amount of \$255,985 and amend the Fiscal Year 2018/19 Cannabis Policy and Compliance and General Fund budgets as follows:

Increase		
1123-20711-326-1000	521520	\$255,985
1123-20711-326-1000	474000	\$255,985
0101-10206-272-1000	550700	\$255,985

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of June, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____


Edward Scofield, Chair

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Kimley-Horn and Associates, Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Preparation an Environmental Impact Report for the Nevada County Commercial Cannabis Cultivation Ordinance**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$255,985.00
(§3) **Contract Beginning Date:** 7/1/2018 **Contract Termination Date:** 12/31/2019
(§4) **Liquidated Damages:** No

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8)	Worker's Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) None

NOTICE & IDENTIFICATION

(§26) **Contractor:** Kimley-Horn and Associates, Inc.
555 Capitol Mall, Suite 300
Sacramento, CA 95814

County of Nevada: 950 Maidu Avenue
Nevada City, California 95959

Contact Person: Alex Jewell
(916) 859-3625
e-mail: alex.jewell@kimley-horn.com

Contact Person: Brian Foss
(530) 265-1256
e-mail: Brian.Foss@co.nevada.ca.us
Org Code: 1123 20708 325 2000

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.	<u>X</u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Db,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Compensation and Delivery (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof, except for issues out of the Contractor's control, example, weather, delay in meetings, additional requests. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq.,

relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of

California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

Kimley-Horn and Associates, INC.
CONTRACTOR:

Matthew D. Weir
Name: Matthew D. Weir
Title: Vice President

Dated: 6/20/2018

COUNTY OF NEVADA:

Ed Scofield
Honorable Ed Scofield
Chair, Board of Supervisors

Dated: 6/26/18

Attest: *Julie Patterson-Hunter*
Julie Patterson-Hunter
Clerk of the Board of Supervisors

KHACA
24



SECTION 2 – SCOPE AND SCHEDULE

COMPREHENSIVE SCOPE OF WORK

The following Scope of Work has been prepared pursuant to the information contained in the RFP and subsequent information received while discussing with County staff. Each of the issues is approached thoroughly in order to fully assess potential impacts, establish thresholds of significance, and identify mitigation measures. Kimley-Horn is the lead firm for this work program and will provide services from our Sacramento office.

Kimley-Horn and Associates, Inc. (Kimley-Horn) agrees to perform the following Scope of Services for County of Nevada (County), to provide a Program Environmental Impact Report (EIR) and related technical studies for the to evaluate the proposed Nevada County Cannabis Ordinance.

Kimley-Horn has submitted this proposal to prepare an EIR to assess potential impacts and identify mitigation measures for the proposed project. The Draft EIR, Final EIR, and associated work products will be prepared in accordance with the criteria, standards and provisions of the California Environmental Quality Act of 1970, Section 21000 et. sec. of the State CEQA Guidelines (California Administrative Code Section 15000), the County of Nevada Environmental Guidelines, and the regulations requirements and procedures of other responsible Public Agencies with jurisdiction by law. Each of the issues is approached thoroughly in order to fully assess potential impacts, establish thresholds, and identify mitigation measures.

1.0 Project Scoping

1.1 Research and Investigation

Kimley-Horn will obtain and review available data for the project area as well as policy documentation from the County of Nevada, state and federal agencies, and other agencies which may be affected by the project. This information, along with environmental data and information available from the County and other nearby jurisdictions, will become part of the foundation of the EIR and will be reviewed and incorporated into the analysis, as deemed appropriate.

1.2 Agency Consultation and Scoping

As indicated in Section 15083 of the State CEQA Guidelines, many public agencies have found that early consultation solves many potential conflicts that could arise in more serious forms later in the review process. Although the Notice of Preparation (NOP) and Public Scoping session meeting will provide that opportunity, Kimley-Horn will conduct additional discussions with local, state, and federal agencies, as needed, which will assist in the early stages of the analysis and issue identification. Kimley-Horn will prepare a presentation for the County Planning Commission.

1.3 Notice of Preparation (NOP)

Kimley-Horn will prepare a NOP for review and approval by the County. Once approved, Kimley-Horn will assist County staff in distributing the NOP to the appropriate state and federal agencies and as identified on a mailing list to be provided by the County. Kimley-Horn assumes that posting in the local newspaper and any radius mailing will be provided by the County. Comments received in response to the NOP will

PROPOSAL FOR PREPARATION OF AN
Environmental Impact Report for the Nevada County Cannabis Ordinance



be evaluated during preparation of the Draft EIR.

1.4 Public Outreach and Scoping Report

Because the ordinance would affect properties in different communities, and different communities are likely to have some individual issues not common to the other areas, Kimley-Horn will assist staff with a scoping meeting for up to three communities. Kimley-Horn will prepare a presentation, sign-in sheets, and comment cards for each meeting. Kimley-Horn will provide the County with a scoping report that contains the presentation, the sign-in sheets, copies of any comment cards received, and listing of the questions and concerns raised at the meeting.

2.0 Preparation of Technical Studies

2.1 Water Supply Evaluation

As a subconsultant to Kimley-Horn, Tully and Young will prepare a Water Supply Evaluation for the project.

Task A - Review Available Documents Detailing Water Supply and Demand Conditions

- Prepare water demand estimates related to the potential cannabis production in Nevada County. Specifically, prepare a range of estimates for the water demands associated with cannabis production on a residential and commercial basis that capture potential future scenarios anticipated by the County. The demand calculations will be derived from Nevada County cannabis production estimates prepared as part of the Cannabis Ordinance development. The planning horizon for future water demands (e.g. 20+ years) will be developed in coordination with County staff to assure consistency with other evaluation planning horizons.
- Discuss the proposed water source(s) that are available to meet potential cannabis production demands while considering other existing and planned water uses throughout the County. This analysis will include consulting existing information from applicable 2015 Urban Water Management Plans (UWMP) and other relevant water planning documents, to identify and address water use issues. The initial investigation would evaluate Nevada Irrigation District's urban and agricultural water planning documentation.
- Identify and evaluate the availability and reliability of known local surface water and groundwater supplies not otherwise part of NID's water supply portfolio. Specifically, review and evaluate alternative supply sources to determine applicability to cannabis production potential.
- Participate in phone and email communications to clarify outstanding questions and to discuss initial findings and recommendations.

Task B – Prepare Water Supply Evaluation Technical Memorandum to Support the Ordinance EIR

Tully & Young will prepare a technical memorandum, defined as a Water Supply Evaluation (WSE), will include:

- Representations of Project-specific water demands anticipated to result from the ordinance.
- Characterization of supply and demand conditions associated with the determined water sources for the Project (e.g. in context of existing and other future planned uses for the same source). Conditions will be evaluated for an agreed upon planning horizon, considering normal, single-dry, and multi-dry hydrologic conditions as readily represented in existing documents characterizing the water supply.
- Evaluation of the potential reliability of supplies in accordance with the selected planning horizon.

2.2 Air Quality/Greenhouse Gas Emissions

As a subconsultant to Kimley-Horn, Trinity Consultants will prepare the air quality and GHG analysis to



evaluate cannabis cultivation in the AG, AE, and FR zoning districts.

Task A – Conduct an extensive review of probable project construction and development plans that may be proposed under the County’s Cannabis Ordinance. This includes construction start and end dates, phasing, construction duration, planned equipment use, current land uses of the impacted property, potential demolition activities, grading and traffic study data related to anticipated activities and/or growth allowed under the proposed ordinance.

Where information is not available, regulatory defaults will be applied. Where regulatory defaults are not available, realistic and defensible assumptions based on other municipalities’ estimates will be applied.

Task B – Conduct emissions modeling to predict criteria pollutant impacts using the latest Northern Sierra Air Quality Management District (NSAQMD) and California Air Resources Board (CARB) approved modeling programs.

Because the future location of growing operations or dispensaries is currently unknown, the primary focus would be on a methodical distribution to be analyzed: placing grow operations and dispensaries throughout the county based on population or spatial distribution in which such activities are evenly spaced throughout the unincorporated portion of the county (excluding cities that are expected to ban dispensaries).

Additionally, air quality impacts will be determined for the following components:

- Parcel sizes from 2 acres to 20 acres or greater up to a maximum of 10,000 square feet of canopy of permitted outdoor cultivation or nurseries;
- Parcel sizes from 2 acres to 20 acres or greater up to a maximum of 10,000 square feet of canopy of permitted mixed-light cultivation or nurseries;
- Parcel sizes from 2 acres to 20 acres or greater up to a maximum of 10,000 square feet of canopy of permitted indoor cultivation or nurseries.

These emissions will be considered from various locations based on information received from Nevada County Planning. Should the County identify or request a different approach that approach would be examined and evaluated in lieu of the above approach.

Establish baseline emissions based on NCTC Traffic Impact Zones and projected increases due to the project components anticipated by the County.

Determine the projected incremental increase/decrease in emissions (criteria only) resulting from the proposed and planned activities based on the project components anticipated by the County.

Task C – Review and determine the potential impacts the above operations and/or activities may have based on the creation of, or increases in, Greenhouse Gas emissions (as identified in AB 32). This review will quantify such emissions, to the extent possible. Currently the main sources of GHG emissions are vehicular travel from customers, employees and deliveries, energy consumption for grow lights, ventilation systems and general space conditioning, CO2 machines (used to promote plant growth in indoor environments) etc.¹

Task D – Conduct emissions modeling to predict health risks to nearest receptors based anticipated location of dispensaries, farming and processing facilities on projected impacts from Hazardous Air Pollutants using the latest NSAQMD-approved modeling programs as required.

- The health risk analysis (if conducted) will include findings of air quality-related health risks associated with plant fertilizer applications.
- Recommend possible ordinance modifications to reduce excessive health risks associated with the proposed ordinance if necessary.



Task E – Determine potential air quality impacts relative to consistency with the Northern Sierra Air Quality Attainment Plan and/or the California State Implementation Plan for the federal Clean Air Act.

Determine potential air quality impacts to the local, state and federal Ambient Air Quality Standards posed by the ordinance.

Task F – Review industry-standard odor control devices/systems for indoor growing and processing operations that control or eliminate odors from such operations so as to reduce or eliminate potential nuisance odor issues from adjacent residents or businesses.

Determine the viability of commonly available and typically used odor control devices to allow the County to establish construction and/or operational requirements for indoor growing/processing operations.

Conduct detailed source modeling, based on the known odor constituents contained in cannabis, for a pre-set indoor growing/ processing structure to determine general setback distances from such facilities, equipped with various means of odor control, so as to reduce the probability of nuisance odor complaints from nearby residents or businesses.

Based on the results of the odor source modeling conducted, recommend standard setback distances to the County for implementation to ensure that nuisance odors are controlled as much as practicable.

Task G – Examine the ordinance’s predicted impacts on emissions thresholds based on California Environmental Quality Act (CEQA), NSAQMD air quality standards for construction and operational impacts. A potentially significant impact to air quality, as defined by CEQA would occur if the project caused one or more of the following to occur:

- Conflict with or obstruct implementation of the applicable air quality plan;
- Violation of any air quality standard or substantial contribution to an existing or projected air quality standard;
- A cumulatively considerable net increase of any criteria pollutant for which the project region is designated non-attainment under an applicable Federal or State ambient air quality standard (including emissions which exceed quantitative thresholds for ozone precursors);
- Exposure of sensitive receptors to substantial pollutant concentrations; and/or
- The creation of objectionable odors affecting a substantial number of people.
- Provide analysis of the ordinance’s ability to impact air quality when combined with current county emissions/operations to satisfy any cumulative analysis requirements, if applicable.
- Provide to the extent possible, additional requirements imposed by the NSAQMD. (Regulations that may require air permits or other specific plans as well as potential nuisance regulations).

2.3 Traffic Impact Analysis

Kimley-Horn will prepare a programmatic-level traffic impact analysis evaluating cannabis cultivation on the AG, AE, and FR zoning districts.

Task A – Research & Estimates

- Research existing information and studies relating to trip generation and traffic operations and patterns associated with the cultivation of medical and recreational cannabis.
- Review population, production and market demand data relating to traffic generation and operations of roadways within anticipated zones of production and sales.

Task B – Trip Generation Estimates

Develop demand of vehicular trip generation and generalized distributions for associated with cannabis cultivation.

PROPOSAL FOR PREPARATION OF AN Environmental Impact Report for the Nevada County Cannabis Ordinance



Task C – Analysis

Use the Nevada County Transportation Commission (NCTC) traffic model to:

- Determine zones and potential areas for cannabis activities.
- Prepare generalized analysis of daily roadway impacts associated with cannabis cultivation with existing plus project and existing plus horizon year (2035) scenarios.

Task D – Report Preparation

Prepare written report summarizing the investigation, including conclusions and recommendations as required.

Task E – Coordination

Coordinate County staff and NCTC staff regarding project information and the development of traffic estimates, evaluation and report up to 16 hours.

Assist the County in responding to comments to traffic related questions to the draft and final EIR documents up to 16 hours.

3.0 Preparation of Administrative Draft EIR

3.1 Introduction and Purpose

The Introduction section will cite the provisions of CEQA and the County of Nevada CEQA implementation procedures for which the proposed project is subject to. This section will identify the purpose of the study and statutory authority as well document scoping procedures, summary of the EIR format, listing of responsible and trustee agencies, and documentation incorporated by reference.

3.2 Executive Summary

Kimley-Horn will provide an Executive Summary for the EIR including a Project Summary, an overview of project impacts, mitigation and levels of significance after mitigation, summary of project alternatives, and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a columnar format.

3.3 Project Description

The Project Description section of the EIR will detail the project locations, background and history of the project, characteristics, goals and objectives, permits and approvals which are required for the project based on readily available information. This section will include a summary of the local environmental setting for the projects three locations. Exhibits depicting the regional and site vicinity will be included in this section. An aerial photograph will be included within the Project Description.

3.4 Cumulative Projects To Be Considered

In accordance with Section 15130(b)(1)(a) of CEQA, this section provides a detailed listing of cumulative projects and actions under consideration for the analysis. Cumulative Impacts, the likelihood of occurrence and level of severity will be studied. The purpose of this section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the proposed development. Kimley-Horn will consult with County staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis.

3.5 Environmental Analysis

Kimley-Horn will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual [direct/indirect] and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (Notice of Preparation



responses, Public Scoping Meeting; and any other relevant and valid informative sources) also will be evaluated. The analyses will be based upon readily available data, results from additional research, and an assessment of existing technical data. This task includes a peer review of the existing technical studies and the preparation of some technical studies where that information is deficient. The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue area, and will identify short-term and long-term environmental impacts associated with the project, along with their levels of significance. Feasible mitigation measures will be recommended to reduce the significance of impacts and identify areas of unavoidable significant adverse impacts even after mitigation.

The environmental documentation will assist in identifying constraints, modifications, and improvements which may be incorporated into the land planning process. This section will include analysis for the following environmental issue areas:

Aesthetics/Light and Glare

Kimley-Horn will evaluate the necessary information with respect to the potential adverse effects upon project implementation based on information gathered during public outreach to better understand and address public concerns, particularly at a neighborhood level. This section will identify potential visual impacts associated with the project, accounting for the existing resource protective policy framework and proposed development standards, and resultant incremental changes to both local and regional features, including public viewsheds, night-lighting, construction of new buildings, and driveways/roads, particularly as visible from state and local scenic routes, as well as to public views in towns and neighborhoods.

This scope of work assumes that no visual simulations for the project are required. Kimley-Horn can provide visual simulations for the project upon request and authorization of an approved scope of work by the County.

Agriculture and Forest Resources

This section of the EIR will address potential impacts on existing agricultural and forest lands within the AG, AE, and FR zoning districts that could be affected by the proposed cannabis cultivation ordinance. This analysis will describe existing agriculture and forest resources and operations in the County, including cultivated agriculture, grazing and equestrian operations, crop types forestry resources and acreages, and general locations based on readily available data from existing sources, including the Agricultural Commissioner's Agricultural Production Report, Statewide Important Farmland Maps, and Williamson Act contracts in the County. Applicable mitigation will be identified, if necessary.

Air Quality and Greenhouse House Gas Emissions

This section of the EIR will address air quality and Greenhouse Gas/climate change aspects of the project. The section will discuss the existing environment; applicable laws, ordinances, regulations, and standards; applicable significance criteria and thresholds; the analysis methodology used; the analysis itself; the resulting impact findings related to CEQA significance and regulatory compliance; mitigation measures; and conclusions. The results of the technical analysis from Task 2.2 will be incorporated into the EIR section.

Biological Resources

This section of the EIR will describe existing biological resources in the County based on data from readily available existing sources such as state and federal data (e.g., critical habitat designations, California Natural Diversity Database) and local County data including potential known sensitive vegetation and habitats (e.g., oak woodlands) and special status species. This analysis will summarize best available data and reports on impacts from cannabis cultivation on wildlife.

This evaluation will assess potential direct and indirect impacts of cannabis cultivation on biological



resources, particularly oaks and oak habitats, riparian corridors, wetlands, and special status species. Such impacts could include direct loss of habitat, incremental impacts of cumulative cannabis cultivation through direct habitat removal, increased disturbance, changes in runoff or clearance for fire protection. Applicable mitigation will be identified, if necessary.

Cultural Resources

This section of the EIR will address the potential cultural resources impacts associated with implementing the cannabis ordinance. Based on the records search, an overview and synthesis of materials collected will be summarized (i.e., Native American sites, ethnographic sites, historic homesteads, and historic structures,) and the potential to encounter unidentified prehistoric and historic resources will be addressed.

This section of the EIR will address the potential cultural resources impacts associated with construction and operation of the proposed project. It will describe the cultural background and setting of the project area, the regulatory setting, and will provide the results of cultural resources surveys and analyses conducted for the proposed project. Potential impacts on cultural resources that could result from the project, including prehistorical and historical archaeological sites and paleontological discoveries, will also be discussed and feasible mitigation measures will be provided. This EIR section will be based on existing information in the General Plan, General Plan EIR, National Register, California Register. This scope of work assumes that no cultural resource studies will be required.

With regards to the AB 52 Consultation, this scope of work assumes the County will contact the known Native American Tribe(s) as established by the Native American Heritage Commission to complete the AB 52 consultation process.

Tribal Cultural Resources

In accordance with the requirements of AB 52, Kimley-Horn will include an analysis in the EIR that specifically addresses Tribal Cultural Resources. This chapter will contain relevant legislative and regulatory information related to the Tribal Cultural Resource, efforts taken by the County of Nevada to comply with AB 52, and results of any consultation requests received.

Geology and Soils

This section of the EIR will evaluate the potential for geology, soils and seismicity impacts associated with the project. This evaluation will be based on publications from the U.S. Geological Survey, California Division of Mines and Geology, Soil Conservation Services, and the 1998 General Plan & EIR. The analysis will focus on the seismicity of the area and the potential for liquefaction, subsidence and similar effects, as applicable. No formal geotechnical studies are proposed as part of this scope of work.

This section will include information associated with the regional and site-specific geology and soils constraints (such as compressible soils, serpentine soils, active faults, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence) and existing topography. Applicable mitigation will be identified, if necessary.

Hazards and Hazardous Materials

This section of the EIR will evaluate potential impacts from known hazardous material concerns using a County database search and any existing County-provided reports and studies. From information provided from a database search, Kimley-Horn will determine areas in Nevada County that could pose a risk to cannabis cultivation. The EIR analysis will locate high-risk properties relative to major transportation routes, residential communities, and existing businesses that currently use, dispose and manage hazardous materials and waste.

The EIR analysis will determine overall risk and develop impacts based on existing contaminated properties



or properties that currently use hazardous materials and current hazardous materials regulations developed by the Nevada County. Kimley-Horn also will review available information on location and transport of hazardous materials and discuss the general constraints that contaminated soils and groundwater may pose to development and regulations of the State with regard to contamination management and clean up. Mitigation will consist of program-level measures, as necessary.

Hydrology and Water Quality

This section of the EIR will describe the hydrological setting of the County, including its location within the regional watershed system, and inventory. This section will describe the potential cannabis water pollutant types and their sources. This will include assessment of flood hazards and determination of 100-year flood zones. Information sources will include readily available published flood maps, flood data provided through Nevada County, the U.S. Geological Survey, and the California Department of Water Resources.

Water quality issues will address the potential impacts on water quality from the proposed cannabis cultivation. This section will address areas of potential impacts to water quality and provide remediation measures (best management practices) that would reduce the presence of contaminants in runoff water and groundwater infiltration from the project site both during construction and post development.

Land Use Compatibility

This section of the EIR will evaluate the appropriateness of the proposed uses within the project site in comparison to surrounding uses. The spatial relationship of onsite uses will be analyzed. The analysis will include a consistency review of potential key land use goals and policies as they relate to the proposed Project, including the County's General Plan Land Use Element, agricultural policies, Grading Ordinance, etc. This analysis will utilize information readily available from the County, as well as the NOP process to identify particular concerns and any potential for public controversy. In addition, Kimley-Horn will discuss the cannabis cultivation uses and identify potential project and cumulative impacts to nearby residences and other sensitive uses. Kimley-Horn will recommend Identify potential mitigation measures as needed to address any adverse land use impacts, including adjustments in proposed geographic restrictions, canopy size limits, and setbacks.

Noise

This section of the EIR will address the potential noise impacts associated with construction and operation of proposed cannabis cultivation. The noise section will describe the existing conditions on the proposed project site, the regulatory setting, the impacts of the proposed project, and feasible mitigation measures to reduce impacts. Assess the adequacy of recommended development standards to reduce noise levels and describe potential for noise levels to exceed regulatory standards or to create a substantial nuisance. Noise control requirements would be considered for inclusion in policies or development standards, if appropriate.

Public Services and Utilities

Kimley-Horn will contact potentially affected agencies to identify relevant existing conditions, project impacts and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities, the increased demand on services based on the proposed land uses. Kimley-Horn will review available information on public services in the County and confirm any known public service issues or demands associated with existing cultivation sites through consultation with appropriate public service providers to focus the analysis, most likely on fire protection and law enforcement services.

Transportation and Traffic

The purpose of this section is to evaluate existing traffic conditions and the potential traffic impacts of the

PROPOSAL FOR PREPARATION OF AN Environmental Impact Report for the Nevada County Cannabis Ordinance



proposed project. The evaluation will consider impacts on local roadways, intersections, and regional facilities, as well as proposed project access and internal circulation. Mitigation measures will be recommended to avoid or lessen impacts, as necessary.

This section of the EIR will be based upon the findings of the traffic impact analysis (from Task 2.3) including any recommended mitigation measures will be integrated into the EIR analysis. The EIR will evaluate project effects on traffic and circulation (both existing plus project, and long-term (horizon year) impacts, access, and other relevant areas of concerns consistent with the requirements of CEQA and the County, such as offsite traffic improvements.

Utilities and Service Systems

This section of the EIR will discuss the potential alteration of existing facilities, extension or expansion of existing facilities, and increased demand on utility services based on the proposed cannabis cultivation ordinance. The analysis will describe the capacity of existing systems that would serve cultivation sites, including water, wastewater, solid waste, and energy systems.

The results of the Water Supply Evaluation from Task 2.1 will be incorporated into the EIR section.

Energy

This section of the EIR will analyze the energy implications of the project pursuant to Public Resources Code §21100(b)(3) and Appendix F of the State CEQA Guidelines. Refer to Task 2.1, above. These statutes and guidelines require an EIR to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The Draft EIR section addressing energy conservation aspects of the project will discuss the existing energy environment; applicable energy conservation laws, ordinances, regulations, and standards; energy conservation related significance criteria and thresholds (if any); the analysis; the resulting impact findings; additional energy conservation mitigation measures, if needed; and conclusions.

3.6 Growth Inducement

Kimley-Horn will discuss potential growth-inducing impacts pursuant to the State CEQA Guidelines Section 15126.2. The analysis in this section will be based on data prepared by the County, California Department of Finance and the US Census Bureau, as applicable. The project's potential to induce more growth in the surrounding area will be discussed and mitigation for any potential impacts will be recommended.

3.7 Cumulative Impacts

In accordance with the State CEQA Guidelines Section 15130, Kimley-Horn will discuss cumulative impacts for each environmental issue area identified above, focusing on cumulative impacts and levels of severity in the project area at a quantitative and qualitative level. The analysis will include potential future development within the vicinity of the project site. The analysis will focus upon cumulative impacts from recently approved and/or pending projects in proximity. Kimley-Horn will work closely with County Staff to identify applicable approved and/or pending projects that should be considered for analysis within the Project Area.

3.8 Alternatives To The Proposed Action

Pursuant to the State CEQA Guidelines Section 15126.6, Kimley-Horn will provide an analysis of up to three (3) alternatives for the proposed project. Kimley-Horn proposes to include an analysis of the "No Project/No Development" alternative, and a "Reduced Project" alternative. Kimley-Horn will work with the County to identify another alternative as needed. Should additional alternatives be raised for consideration during the NOP process, Kimley-Horn will review these suggested Alternatives with the County and (as appropriate, with the Project Team) to determine whether or not they merit further consideration and



analysis in the EIR.

This section will also include alternatives that were considered and eliminated from further consideration. The County will be seeking a sufficient level of detail to allow decision makers to gain a greater understanding of the proposed alternatives should a determination be rendered to support an alternative development scenario. This alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.

3.9 Additional Sections

Kimley-Horn will provide additional sections in the EIR to meet CEQA and County requirements including the following:

Effects Found Not to Be Significant. Kimley-Horn will provide a qualitative explanation of issues checked "no" in the County's Initial Study in order to substantiate the conclusions of the Initial Study.

Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented. The section will be a list of unavoidable adverse impacts associated with the proposed project.

Significant Irreversible Environmental Changes Which Would Be Involved in the Proposed Action Should It Be Implemented. This section will discuss changes in the environment and uses on non-renewable resource which will occur as a result of the proposed project which can be considered irreversible or irretrievable will be evaluated and discussed within this section of the EIR.

Organizations and Persons Consulted/References. Any federal, state, or local agencies, other organizations and private individuals consulting in preparing the EIR will be listed in this section. Kimley-Horn will provide a complete list of reference materials used in preparation of the EIR.

3.10 Graphic Exhibits

The EIR will include a maximum of twenty (20) exhibits to enhance the written text and clarify the proposed project environmental impacts. Using computer design equipment, our in-house graphic design team will create professional quality, black and white or full color exhibits, dividers and covers for the EIR and Appendices. All exhibits will be 8.5" x 11" in size, unless otherwise requested.

4.0 Draft Environmental Impact Report

4.1 Screencheck Draft and Draft EIR

Kimley-Horn will provide seven (7) copies of the Administrative Draft EIR and technical studies. One (1) electronic copy will also be provided in WORD or PDF format (County to determine preference for format).

Kimley-Horn will respond to a single complete set of County comments on the Administrative Draft EIR, complete necessary revisions, and prepare and publish the "Screencheck" Draft EIR. Revisions will be prepared in conformance with the Scope of Work. All revisions will be provided in strikeout/underline. The Screencheck Draft document will also be provided electronically in Word. Kimley-Horn will provide seven (7) copies of the Screencheck Draft EIR and technical studies.

Kimley-Horn will respond to a second complete set of County comments on the Screencheck Draft EIR, complete necessary revisions, and prepare and publish the Draft EIR for public circulation and review.

4.2 Completion of Draft EIR

Kimley-Horn will prepare the Draft EIR for the required 45-day public review period. Kimley-Horn will prepare and file 15 copies of the Draft EIR (EIR summary with EIR and technical appendices on CD) and



Notice of Completion (NOC) with the Office of Planning and Research (OPR) State Clearinghouse. Kimley-Horn will provide the County with proof of submitting documents to OPR. Kimley-Horn will also work with the County to develop a distribution listing for the Notice of Availability and Draft EIR. This scope of work assumes that the County will be responsible for the distribution of the Draft EIR and Notice of Availability.

Kimley-Horn will coordinate with County staff to determine the number of copies needed to distribute the Draft EIR. This scope of work assumes Kimley-Horn will provide the County with fifty (50) copies of the Draft EIR (with appendices provided electronically on CD) and two (2) sets of the complete technical appendices in hard copy. Kimley-Horn will provide the County with electronic copies of all Draft documents in PDF format.

5.0 Response to Comments

5.1 Prepare Response to Comments

Kimley-Horn will respond to written and verbal comments received during the Draft EIR public review period. Kimley-Horn will prepare thorough, reasoned and sensitive responses to relevant environmental issues. This task includes written responses to both written and verbal comments received on the Draft EIR (includes review of hearing transcripts, as required).

The Draft Responses to Comments will be prepared and five (5) copies submitted for review by County staff. Following review of the Draft Responses to Comments, Kimley-Horn will finalize this section for inclusion in the Administrative Final EIR. Kimley-Horn recommends a one-day County/Kimley-Horn Team workshop to review Draft EIR comment letters and develop (and/or strategize) on responses to comments, to expedite the schedule and facilitate County review. Given the controversial nature of the project, this scope of work assumes up to 156 hours to respond to the comments on the Draft EIR.

5.2 Distribution to Commenting Agencies

Following review of the Draft Responses to Comments, Kimley-Horn will finalize this section for inclusion in the Administrative Final EIR. Up to ten (10) copies of the responses to comments will be submitted to commenting parties and the Planning Department in advance of the Planning Commission hearing.

6.0 Final EIR

6.1 Administrative and Final EIR

The Final EIR will consist of the revised Draft EIR text, as necessary, and the Responses to Comments section. The Draft EIR will be revised in accordance with the responses to public comments on the EIR. To facilitate County review, Kimley-Horn will format the Final EIR with underlined text for any new or modified text, and "strike out" any text that has been deleted from the Draft EIR. Kimley-Horn will incorporate the response to comments, mitigation monitoring and reporting program, and other relevant data, as determined necessary, into the Final EIR.

Kimley-Horn will prepare the Final EIR within two weeks of certification for the County. Kimley-Horn will print and mail the Final EIR with appendices and exhibits to commenting agencies pursuant to CEQA Section 21092.5, cooperating agencies and interested parties. Kimley-Horn will provide fifteen (15) copies of the Final EIR. In addition, Kimley-Horn will prepare and file the Notice of Determination (NOD) within five days following project approval.

6.2 Findings and Statement of Overriding Considerations

Kimley-Horn will provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations and Findings for County use in the project review process. Kimley-Horn will prepare the Findings in accordance with the provisions of Section

PROPOSAL FOR PREPARATION OF AN Environmental Impact Report for the Nevada County Cannabis Ordinance



15091 and 15093 of the State CEQA Guidelines and in a form specified by the County. Kimley-Horn will submit the Draft Findings for County review and will respond to one consolidated set of County comments.

6.3 Mitigation Monitoring and Reporting Program

Following EIR certification, Kimley-Horn will prepare a Mitigation Monitoring and Reporting Plan (MMRP) as part of the Final EIR to comply with the Public Resources Code Section 21081.6 (AB 32180). The MMRP will identify, discuss, and develop appropriate monitoring programs for any impacts that may be associated with the short-term construction and/or long-term operation and maintenance of the project.

The MMRP Checklist will serve as the foundation of the Mitigation Monitoring and Reporting Program for the proposed project.

The Checklist indicates the mitigation measure number as outlined in the EIR, the EIR reference page (where the measure is documented), a list of Mitigation Measure/ Conditions of Approval (in chronological order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks. Kimley-Horn will prepare a Draft Mitigation Monitoring and Reporting Program which will be submitted to the County for review at the Administrative Final EIR milestone submittal. Kimley-Horn will respond to one (1) consolidated set of County comments on the Draft MMRP. Kimley-Horn will provide fifteen copies (15) copies of the MMRP.

7.0 Project Coordination and Meetings

7.1 Project Coordination

Alex Jewell, Kimley-Horn Senior Project Manager, will be responsible for management and supervision of the EIR project team as well as consultation with the County Staff to incorporate County policies into the EIR. Alex Jewell will undertake consultation and coordination of the project and review the EIR for compliance with CEQA requirements and guidelines and County CEQA procedures. Kimley-Horn will coordinate with state and local agencies regarding this environmental document. Alex Jewell will coordinate with technical staff, consultants, support staff and word processing toward the timely completion of the EIR.

7.2 Meeting Attendance

Alex Jewell and Christa Redd will attend staff meetings and will represent the project team at public hearings and make presentations as necessary. Kimley-Horn anticipates several meetings with County staff, including a “kick-off meeting”, progress meetings, public meetings and hearings. Alex Jewell along with other key Project Team personnel will also be available to attend meetings with affected jurisdictions, agencies and organizations as needed to identify issues, assess impacts and define mitigation. This scope of work assumes 24 hours for meeting attendance. Any additional amount of time beyond this initial budget will require approval from the client.

8.0 Document Reproduction

- Seven (7) copies of the Administrative Draft Environmental Impact Report, Exhibits and Technical Appendices.
- Seven (7) copies of the Screencheck Draft Environmental Impact Report, Exhibits and Technical Appendices
- Twenty-five (25) printed copies of the Draft EIR, with technical appendices provided on CD, and twenty-five (25) copies of the Draft EIR on CD, one (1) copy of the Notice of Completion to be

PROPOSAL FOR PREPARATION OF AN Environmental Impact Report for the Nevada County Cannabis Ordinance



delivered to State Clearinghouse.

- Five (5) copies of the Administrative Responses to Comments
- Ten (10) copies of the revised Responses to Comments.
- Fifteen (15) copies of the Final EIR, including:
 - Draft EIR (along with edits to show all needed corrections)
 - All comments received
 - Responses to Comments
 - Minutes of Final EIR Certification hearing(s)
- Fifteen (15) copies of the Mitigation Monitoring and Reporting Program bound separately from the EIR.
- CEQA Findings of Fact

Reimbursable Expenses

Kimley-Horn has included a budget amount within this proposal to cover the direct costs for the project including, but not limited to, printing, plotting, reproduction, in-house reproduction, mileage, messenger service, and overnight deliveries.

9.0 Optional Task

The following task is provided as an optional task as it could be desired by County staff or the Board of Supervisors regarding fiscal impacts of cannabis cultivation in the County. While not required for the CEQA component of this scope of work, some jurisdictions have found the fiscal impact information useful in the decision-making process. The scope of work can be refined at the request of the County staff if found to be required for the project.

Task 9.1 – Fiscal Impact Analysis

As a subconsultant to Kimley-Horn, the Natelson Dale Group, Inc. (TNDG) would conduct an independent analysis of the potential fiscal impacts (County revenues and costs) of legalized production and sale of marijuana in unincorporated Nevada County. The fiscal impact analysis (FIA) will not advocate particular policies but will objectively evaluate the potential impacts of policy options defined by the County. Despite what would be ideal from a decision-making standpoint, these types of studies involve a certain degree of researcher judgment about factors for which it is not reasonable to expect definitive assumptions or conclusions. Thus, rather than framing the conclusions in absolute terms, TNDG's work will focus on defining possible outcomes within a range of potentially valid conclusions.

TNDG's work scope for the fiscal impact analysis would include the following tasks:

1. **Compile data and findings from relevant existing studies.** TNDG will review a range of existing documents relevant to the assignment, including the following (many of which TNDG has already evaluated based on the firm's recent similar work for Kern County):
 - a. Pre-election studies completed for Proposition 64;
 - b. Local policies adopted by other jurisdictions in response to the passage of Proposition 64.
 - c. Any available fiscal/financial research related to the identified ballot initiatives;
 - d. Any available research related to economic impacts of the previous legalization of medical marijuana;
 - e. Any available studies addressing the economic impacts that local agencies have experienced subsequent to the legalization of recreational marijuana in other states (e.g., Colorado).

The information extracted in these documents will be utilized by TNDG to derive general estimates of the



dollar volumes of cannabis production and taxable sales Statewide as a consequence of the passage of Proposition 64. Where possible, data will also be derived to enable estimates of the “share” of this activity that might occur in unincorporated Nevada County. This information will be summarized in a memorandum for the County’s review and discussion.

2. **Define land use parameters for purposes of the fiscal impact analysis.** TNDG understands that the County and the EIR consultant will define a project description, which will include assumptions regarding the square footages of greenhouse space (for cultivation) and dispensaries (for retail sales). Whereas the project description will represent a maximum or buildout level of activity, it is appropriate for the fiscal impact analysis to utilize square footages that represent the actual levels of development that are likely to occur given the overall size of the “industry” and unincorporated Nevada County’s potential share of the statewide market. Generalized estimates (or ranges of estimates) will be derived by TNDG based on the Task 1 background research.
3. **Evaluate incremental property tax revenue.** TNDG will develop a case study analysis of the change in assessed value for prototypical properties assumed to be developed for greenhouse or dispensary space. The analysis will reflect the existing assessed value of a “typical” property eligible to be converted to these uses, as well as projections of the post-development value for each use type (i.e., greenhouse and dispensary). These per-square foot factors will then be applied to the total square footages projected to be developed, thereby providing an aggregate projection of incremental property tax revenue associated with the proposed policies.
4. **Evaluate sales tax revenue (multiple taxation scenarios).** Based on the Task 1 “market” research and the Task 2 land use parameters, TNDG will forecast the total dollar volume of marijuana-related taxable sales in unincorporated Nevada County. Projections of sales tax revenue accruing to the County will reflect the following potential scenarios regarding the local sales tax rate:
 - a. Standard/existing local sales tax rate (1% of taxable sales);
 - b. Additional sales tax allowable under Proposition 64;
 - c. Potential add-on taxes subject to voter approval under Proposition 218.
5. **Evaluate cost impacts associated with increased demand for County services.** In coordination with the Public Services section of the EIR, TNDG will review the potential impacts that cannabis greenhouses and dispensaries would have on County- provided services. For purposes of the FIA, these impacts will be translated into annual cost projections. The cost impact analysis will address police protection (Sheriff’s Department), fire protection, and other service categories determined to be relevant. The cost projections will be developed in consultation with the affected County departments.
6. **Evaluate potential development impact fees for marijuana production and sales activities.** TNDG will investigate the potential for one-time permit and/or impact fees that could be applied to greenhouse or dispensary projects (based on documentable cost impacts associated with these types of projects). TNDG is not proposing to conduct the full “nexus” study needed to adopt impact fees, but would provide preliminary estimates of the potential revenue generation. The analysis of potential impact fees would consider “best practices” models such fees recently adopted (or proposed) by other jurisdictions in California.
7. **Prepare draft FIA report.** TNDG will prepare a summary report describing the net fiscal impacts that the proposed policies would have on the County’s General Fund. The report will provide a reader-friendly executive summary, as well as detailed documentation of the study methodology and assumptions.
8. **Prepare final FIA report.** TNDG will review the draft report with County staff and prepare a final document based on the comments received.



9. **Ongoing coordination with County staff and EIR consultant.** TNDG will coordinate closely with County staff and Kimley- Horn throughout the process to ensure consistency (of assumptions, etc.) with the EIR.

10. **Board of Supervisors hearings.** TNDG will be available to attend up to two public hearings at meetings of the County Board of Supervisors.

EXHIBIT "B"

Schedule of Compensation

1. The County will pay Contractor a maximum of Two Hundred Fifty-Five Thousand Nine Hundred Eighty Five Dollars (\$255,985.00) for the rendition of services as required under this Agreement. In the event Contractor's ability to progress on completion of any milestone is delayed due to no fault of Contractor for longer than ninety days, County shall release payment, according to the Schedule of Compensation above, on a percentage completed basis up to the total of the delayed milestone, after Contractor has submitted a proper invoice showing amounts and percentage of work completed to the point of delay.
2. Said amount shall be paid based on task completion and according to the attached schedule:

FEE MATRIX

TASK	PERSONNEL	Project Manager	Deputy Project Manager / Senior Engineer	Senior Environmental Planner	Environmental Planner / Project Engineer	Environmental Planner / Project Engineer	Environmental Analyst / Design Engineer	Graphic Artist	Admin / Production Support	Total Hours	Sub / Direct	Fee Total
TASK 1.0 PROJECT SCOPING	Billing Rate	225	215	185	140	140	120	110	110			
	1.1 Research and Investigation	1	2				8			11		\$1,615
	1.2 Agency Consultation and Scoping	2					6			8		\$1,170
	1.3 Notice of Preparation	1	2				24	4	2	33		\$4,195
1.4 Scoping Meetings and Scoping Report	20	20				24	4		68		\$12,120	
	Subtotal - Task 1	24	24	0	0	0	62	8	2	120	\$0	\$19,700
TASK 2.0 TECHNICAL STUDIES	2.1 Water Supply Evaluation		2				2			4	\$27,500	\$28,170
	2.2 Air Quality / Greenhouse Gas & Energy Assessments		2				2			4	\$30,305	\$15,000
	2.3 Transportation and Traffic Analysis		10			60	80			150		\$20,150
		Subtotal - Task 2	0	14	0	60	84	0	0	158	\$57,805	\$63,320
TASK 3.0 ADMINISTRATIVE DRAFT EIR	3.1 Introduction and Purpose	1					6			7		\$945
	3.2 Executive Summary	1					10			11		\$1,425
	3.3 Project Description	1	2				8			11		\$1,615
	3.4 Cumulative Projects to be Considered	1					6			7		\$945
	3.5 Environmental Analysis	20	20	38	70	200	200			336		\$46,920
	3.6 Growth Inducement	2	2				4			16		\$2,530
	3.7 Cumulative Impacts	1	1				8			11		\$1,540
	3.8 Alternatives to the Proposed Action	2	2	6			24			42		\$5,990
	3.9 Additional Sections	1					8			9		\$1,185
	3.10 Graphic Exhibits	18	27	46	83	276	20	20	0	470	\$0	\$65,305
TASK 4.0 DRAFT EIR	4.1 Screencheck Draft EIR	16	16			6	50			96		\$14,760
	4.2 Completion of Draft EIR	2	2			20	4			38		\$4,940
TASK 5.0 Responses to Comments	5.1 Response to Comments	50	70	92	176	592	44	14		1,038	\$0	\$19,700
	5.2 Distribution to Commenting Agencies	12	24	24	36	60	4			156		\$24,540
		1	139	162	305	1,010	88	2	2	7		\$925
TASK 6.0 FINAL EIR	6.1 Final EIR	400	139	162	305	1,010	88	30		1,834	\$0	\$25,465
	6.2 Findings and Statement of Overriding Considerations	4	4				26	2		44		\$5,980
	6.3 Mitigation Monitoring and Reporting Program	4	4				16			26		\$3,900
	6.4 Delivery of the Administrative Record	1					12			18		\$2,560
TASK 7.0 PROJECT COORDINATION & MEETINGS	7.1 Project Management and Coordination	13	8	0	0	0	60	2	14	97	\$0	\$13,605
	7.2 Meeting Attendance	50	40	40			16			106		\$21,770
TASK 8.0 DELIVERABLES (Reproduction, Mailing, CDs)	8.1 Project Management and Coordination	40	40	40			26			106		\$20,720
	8.2 Meeting Attendance	90	80	0	0	0	42	0	0	212	\$0	\$42,490
	Subtotal - Task 7	145	153	46	143	524	30	16		1,057		\$25,980
	Subtotal - Task 8	145	145	46	143	524	30	16		1,057		\$25,980
	TOTAL HOURS	332,625	332,895	\$8,510	\$20,020	\$62,860	\$3,500	\$1,760		\$64,805		\$255,985
	*Percent of Total Labor (Hours)											
	TOTAL LABOR COSTS											

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

Paragraph 11, Indemnity, is hereby amended in its entirety to read as follows:

"11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole or active negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers."

