



# **Planning and Building Department COUNTY OF HUMBOLDT**

## **Request for Proposals**

**RFP No. PLN2026-01**

### **Humboldt Natural and Working Lands Carbon Stock and Management Study**

**Humboldt County, California**

**Released/Issued: April 15, 2026**

**Closing/Proposals Due: May 15, 2026**

**(Must be received by 5:00 p.m.)**

Humboldt County Department of Planning & Building  
3015 H Street  
Eureka, California 95501

**Planning and Building Department's front counter is open to the public from 8:30 a.m. to 2:00 p.m., Monday through Thursday, and closed on Fridays.**

**Staff is available during regular business hours of Monday – Friday, 8:00 am to 5:00 pm by contacting the main line at 707-445-7541 or by email at: [planningclerk@co.humboldt.ca.us](mailto:planningclerk@co.humboldt.ca.us)**

**COUNTY OF HUMBOLDT  
REQUEST FOR PROPOSAL  
FOR PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES  
TO ASSIST WITH HUMBOLDT NATURAL AND WORKING LANDS  
CARBON STOCK AND MANAGEMENT STUDY**

**Release Date:** April 15, 2026

**Closing Date:** May 15, 2026

**RFP Number:** PLN2026-01

**CONTACT PERSON:**

Suzanne Lippre  
Administrative Analyst  
Planning & Building Department  
County of Humboldt  
3105 H Street, Eureka, CA 95501

**Proposals to be received by 5:00 p.m. on May 15, 2026, at the address listed above or by email to [planningclerk@co.humboldt.ca.us](mailto:planningclerk@co.humboldt.ca.us).**

**I. INTRODUCTION**

The County of Humboldt (“County”), by and through its Department of Planning and Building – Long Range Planning Division, is issuing this Request for Proposals (“RFP”) to solicit proposals from qualified contractors to retain an experienced and qualified consulting firm to provide specified planning and technical support services (“Services”) needed to assist the County with the Humboldt Natural and Working Lands Carbon Stock and Management Study, which will consist of two parts, a Carbon Stock Inventory and a Carbon Sequestration Feasibility Study (“Project”). The successful contractor must provide trained and experienced personnel to perform the Services set forth in this RFP, which include, the professional experience to develop a better understanding of the existing and future carbon sequestration capacity in Humboldt County. The Inventory will analyze and categorize existing natural and working lands and their naturally occurring carbon sequestration in forestlands, wetlands, grasslands, and agricultural lands, etc. The focus of the Feasibility Study will be to identify Humboldt County’s capacity as a carbon sink through land management activities. The County is seeking a consultant to complete a comprehensive report quantifying and evaluating current and potential sequestration of biomass carbon and soil carbon. Results and deliverables will inform conservation planning, land management, and land use policy aimed at achieving carbon neutrality. A more in-depth description can be found under Project Background and Section II – Scope of Work. It should be noted that this RFP is a non-binding solicitation for such Services and may be canceled by the County at any time.

**Project Background:**

The purpose of the Project is to establish the first detailed quantitative estimate of Humboldt County’s existing carbon sequestration and look at the ways it may change over time. This is a critical first step in meeting local, State, and national climate goals as it identifies baseline conditions, and methods for identifying changes in carbon stocks over time. The Project will consist of two main parts, part one is the Humboldt Countywide Natural and Working Lands Carbon Stock Inventory (Inventory), which will set a baseline for the County’s carbon stock and part two is the Carbon Sequestration Feasibility Study

(Feasibility Study), which will identify best management practices to maintain and/or increase carbon sequestration capacity in the region.

The Humboldt County Board of Supervisors adopted the Humboldt Regional Climate Action Plan (RCAP) on December 16, 2025, which sets a goal for the County and local RCAP partners to achieve a reduction in locally produced and regulated greenhouse gas (GHG) emissions in line with State Bill (SB) 32 and Assembly Bill (AB) 1279, which is to achieve GHG emissions 85% below 1990 levels by 2045, and with carbon neutrality allowing up to 15% of emissions reductions coming from carbon dioxide removal technologies and natural and working lands carbon sequestration. This Project will assist with achieving Measure CS-3 identified in the RCAP to develop a Countywide Natural and Working Lands GHG Inventory to better understand existing and future GHG sequestration capacity in Humboldt County and would ultimately assist the County and local RCAP partners in achieving carbon neutrality by 2045. The Project will also inform the 2030 update to the RCAP and its' 2030 GHG Emissions Inventory to take credit for carbon sequestration occurring in Humboldt County. Information on the RCAP can be found at the County's website at [www.humboldt.gov/climateactionplan](http://www.humboldt.gov/climateactionplan).

Humboldt County is rural, consisting largely of forest and agricultural lands and thus sequesters more carbon than it emits, but this has not been quantified. In order to achieve long-term sustainability, it is important to not only reduce carbon emissions but also to understand and quantify carbon sequestration as a sustainability objective. This effort will create the initial understanding of carbon sequestration as a resource in Humboldt County so that future efforts can be developed and made to use carbon sequestration as an effective strategy to address climate change.

The successful contractor will produce a study that will include a quantitative estimate of the existing above- and below-ground carbon stored in the County's land base and an analysis of how this is changing over time. It will also include an evaluation of the stability of such carbon stocks, and projections and estimates of how different scenarios, such as active land restoration, potential land use changes, and wild and prescribed fires, would affect carbon sequestration storage and stability in the County.

The Inventory will include consultation with landowners to develop an understanding of existing stewardship practices, and will analyze and categorize existing natural and working lands and calculate the naturally occurring carbon sequestration in forestlands, timberlands, wetlands, grasslands, and agricultural lands, etc. The Inventory is expected to take advantage of the 2025 update to the California Air Resources Board's (CARB) Natural and Working Lands Carbon Inventory. This work should also be aware the 2017 Carbon Inventory Estimates for the North Coast Resource Partnership, and/or any other available studies that are currently relevant to Humboldt County's existing natural and working lands.

The Feasibility Study will consider the results of the Inventory and prepare a draft report to correlate carbon sequestration best management practices and strategies to achieve enhanced carbon sequestration for the different types of natural and working lands. This draft report will be released to the public for comment and revised to address public comments made on the report.

**Project Location:**

Humboldt County is in northern California along the western coast and is bound by Del Norte and Siskiyou Counties to the north, Trinity County to the east, and Mendocino County to the south. There are seven incorporated cities within Humboldt County, including the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad. Humboldt County is approximately 2.3 million acres in area with 93% of lands designated as natural and working lands including forestlands, timberlands, grasslands, agriculture lands, public and private lands, and wetlands.

Approximately 80 percent of the County’s 2.3 million acres are forested. Approximately 50 percent of this acreage is private commercial timberland, and approximately 35 percent is State of California or federal public land, including Redwood National and State Parks, Six Rivers National Forest, the King Range National Conservation Area, and Humboldt Redwoods State Park. The County also contains several areas of Tribal lands, including the approximately 89,400-acre Hoopa Valley Reservation, 56,370-acre Yurok Reservation, and 76-acre Blue Lake Rancheria. Approximately one-quarter of Humboldt (634,000 acres) remains agricultural. The remaining approximate 20 percent of the County’s land consists of a mix of residential, commercial, and industrial uses.

**Desired Goals/Objectives/Outcomes:**

The successful contractor will produce a countywide Natural and Working Lands Carbon Stock Inventory and Carbon Sequestration Feasibility Study for the County. The Inventory should create a carbon stock baseline specific to Humboldt County and include an analysis of how this has changed over the last 10 years. The Feasibility Study should further identify Humboldt County’s capacity as a carbon sink through future land management activities.

The County is seeking a consultant to complete a comprehensive report quantifying and evaluating current and potential sequestration of biomass carbon and soil carbon to inform conservation planning, land management, and land use policy aimed at achieving carbon neutrality. The final report should also include an evaluation of the stability of such carbon stocks, and projections and estimates of how different scenarios, such as active land restoration, potential land use changes, and wild and prescribed fires, would affect carbon sequestration storage in the County. Specifically, the Project should provide information to integrate into the 2030 update to the RCAP and should be repeatable for additional future updates to the RCAP to achieve carbon neutrality in line with AB 1279. The methodology for project analysis and calculations should be clearly identified and stated within the final report, and the successful contractor will ensure that their process is transparent.

This study will be used by numerous County departments and partner agencies in future actions such as (but not limited to):

- tracking progress towards the RCAP goals and objectives;
- developing strategies and projects to optimize carbon sequestration;
- updating/developing California Environmental Quality Act (CEQA) thresholds for GHG Emissions;
- informing conservation planning and prioritization efforts;
- informing other County or city planning processes (including General Plan, Community Wildfire Protection Plan, a 2030 update to the RCAP and more); and
- reviewing current and proposed County policies and/or regulations that affect carbon sequestration.

The following General Approach Table (Table 1) reflects an outline of guiding questions and proposed non-narrative outputs to assess existing and potential carbon sequestration in the County. Staff encourage proposals which generate additional guiding questions or propose new analyses/maps to demonstrate data and findings.

Guiding Questions	Non-Narrative Outputs
1. What is the existing landscape aboveground, root carbon, and soil organic carbon stock and sequestration rate (per year)? How does this vary across land uses, land cover types, public vs private, and within County-owned land?	Map(s), GIS data layer(s), and charts showing existing carbon stock countywide and by different land uses, land cover types, public vs private, and within County-owned land.
2. How have carbon stocks changed over the past 10 years?	Map(s), GIS data layer(s), and charts showing changes in carbon countywide, and by land uses, land cover types, public vs private, and within County-owned land.
3. Where have carbon stocks <i>increased</i> ? What land use/land cover and land management changes have contributed to this increase, and to what extent?	Map(s), GIS data layer(s), and charts showing increase in carbon countywide, and by land uses, land cover types, public vs private, and within County-owned land.
4. Where have carbon stocks <i>decreased</i> ? What land use/land cover and land management changes have contributed to this decrease, and to what extent?	Map(s), GIS data layer(s), and charts showing decrease in carbon countywide, and by land uses, landcover types, public vs private, and within County-owned land.
5. How stable are the existing carbon stocks against localized impacts such as wildfires and other climate hazards? What factors, both human-driven and not, influence this stability?	Map(s), GIS data layer(s), and charts showing changes in carbon stocks by impacts such as wildfires; data tables, charts and graphics illustrating carbon stock stability.
6. Where and through what active restoration, land use, and/or land management activities is there the greatest opportunity to optimize the carbon sequestration potential of the landscape while maintaining long-term stability of such stocks? Examples may include an assessment of forest management practices, agricultural practices, wetland restoration, native grassland restoration, and reforestation, and analyses should include feasibility considerations such as cost or other likely barriers to implementation.	Data tables summarizing carbon sequestration potential change under different restoration and land management scenarios. Maps and descriptions of regions and/or property types where specific activities may have the greatest carbon sequestration benefit.

County staff will be available to assist the successful contractor as necessary, with some limitations. County-to-Contractor assistance is expected especially in the beginning stages to refine objectives, key assumptions, and guiding principles through engagement with community stakeholders and to provide guidance, disseminate relevant information and help make any needed connections to County departments and community organizations, as well as in the drafting stage to provide feedback on final work products. Expectations of County-to-Contractor assistance should be limited to guidance on refining the questions to be addressed, developing the study methodology, sharing (of existing information/data), networking, and draft reviewing.

**Additional information:**

A professional services agreement in substantially the same format as Exhibit 1, attached hereto, will be executed with the successful individual(s) or firm(s). Any objections to the terms and conditions not made prior to or with submission of the proposal will be considered waived.

The County requests that interested companies and individuals review the attached materials and submit proposals according to Section III below.

**II. SCOPE OF WORK**

The County’s objective in this RFP is to obtain a qualified consulting firm who can provide professional planning and technical support services required by the County. Please adhere to the instructions found in Section III Proposal Format when submitting proposals. Successful proposals will outline proposed methodology for completion of the proposed timeline and budget for all tasks identified below.

The awarded contract shall include the following tasks in the scope of work:

**Task 1: Project Planning Framework**

Project Planning Framework will initiate with a Kick-Off meeting with the successful contractor to establish roles and desired outcomes for the Project and will also include refining the scope of work, consulting with local stakeholders and landowners, compilation of relevant related plans and studies, and compilation of related policies, laws and regulations. The selected contractor will support the County in developing a strategic planning framework that will guide and outline the next steps in the Project. This will include assisting in the research and gathering of information, participating in discussions, and reviewing written materials prepared by others.

**Kick-Off Meeting**

The successful contractor will organize an initial meeting with County staff to review and verify key project elements, roles, and overall timelines for deliverables. This meeting should take 1-2 hours and can be scheduled either in-person at County of Humboldt offices in Eureka, CA or via Zoom or Microsoft Teams. It should be scheduled near mid-July shortly after the contract start date. Specific Kick-Off meeting topics should include the following:

- Identify key project stakeholders and preferred methods of contact.
- Discuss the Project Scope and Literature/Data Review.
- Review data collection process, identify available data sources and potential gaps.

- Confirm audit software, methods for communication, and file format for final deliverables

The final Project Scope can be delivered in either Microsoft Word or Microsoft Excel format and should be provided to the County within 30 days of the Kick-Off meeting. The successful contractor shall update the General Approach Table (Table 1) above, as needed, and include in the final Project Scope. The updated table should include finalized and detailed guiding questions including any additional guiding questions identified in consultation with County staff.

### **Stakeholder Engagement**

The successful contractor shall assist the County to conduct stakeholder engagement with local landowners and consider topics discussed in the Kick-Off meeting and in the final Project Scope. This should begin with outreach and consist of one public meeting to receive information from local landowners on existing land management practices. This information will be used to inform the Feasibility Study portion of the Project.

### **Literature and Data Review of Related Plans, Studies, Policies, Laws and Regulations**

The successful contractor shall collect and review existing data and related studies/projects that are relevant to this project, as well as policies, laws, and regulations. This should include but not be limited to the 2025 update to the CARB Natural and Working Lands Carbon Inventory; the 2017 Carbon Inventory Estimates for the North Coast Resource Partnership; the 2025 RCAP; the Intergovernmental Panel on Climate Change (IPCC) Guidelines for National Greenhouse Gas Inventories; the Humboldt County Web GIS data layers, AB 32, SB 32, and AB 1757 or any other relevant available sources.

The County has compiled a preliminary list of such sources (as mentioned above) and will make available our library of GIS and spatial data (including fire hazard data, natural resources data, and Light Detection and Ranging (LiDAR) data, etc.), but the successful contractor is expected to expand this list based on their own research. These sources are intended to inform the Project and provide preliminary data, so should be reviewed carefully by the successful contractor. The successful contractor will develop a list that encompasses all resources reviewed and provides key details for each source (such as author/organization, date of publication, and information on how to access), and will provide a Literature and Data Review summary, which should briefly summarize each resource and explain how each one will inform the Project. The Library of Resource Materials list should be completed in Microsoft Excel and should include, at minimum, the key details listed in parenthesis above for each resource. The Literature and Data Review Summary is expected to be completed in Microsoft Word format.

### **Task 2: Humboldt Countywide Natural and Working Lands Carbon Stock Inventory and Summary Report**

The successful contractor will create a Humboldt Countywide Natural and Working Lands Carbon Stock Inventory (“Inventory”) and Summary Report for the County’s review. This will include utilizing information obtained in Task 1 to determine the best methodology for categorizing land types and carbon stock resources and calculating the biomass carbon and soil carbon sequestration occurring in each, conduct the appropriate analysis, and preparing a final report.

### **Determine Best Methodology**

The successful contractor will analyze the information and data collected in Task 1 to determine the best methodology for calculating the carbon sequestration occurring in Humboldt, Countywide. This includes selecting how to classify and categorize lands by type, and other carbon stock resources, to determine above- and below-ground sequestration occurring within existing biomass carbon and soil carbon resources in Humboldt County. The determined best methodology should provide substantial evidence under CEQA and be in line with State of California initiatives for GHG reduction and natural and working lands goals and policies to include in the 2030 update to the RCAP.

### **Calculate Carbon Sequestration of Land/Carbon Types**

Using the best methodology, the successful contractor will analyze existing lands and resources in Humboldt County using the best available science and data sources to classify and categorize lands by type or other carbon resources and calculate the above- and below-ground sequestration occurring within existing biomass carbon and soil carbon resources in Humboldt County.

### **Draft Carbon Stock Inventory Report**

The successful contractor will prepare an Inventory Report that will summarize the results of the Inventory's analysis in text, tables, and graphic form to clearly respond to all applicable Guiding Questions included in Table 1, in a manner that is effective at communicating complex science to the public. The Inventory Report should include map exhibits/illustrative examples and should highlight key findings that would be most effective to use as dashboard metrics and describe the best way to communicate them. These can include data points, tables and graphics, and will be used for future outreach and engagement on County websites and communication.

The successful contractor will provide a draft Inventory Report to the County for review at least one month prior to finalization. The County will review the draft and provide feedback with suggested edits.

After completing the Final Inventory Report, the successful contractor shall compile a clear and concise set of instructions that explain how staff or another consultant could update the carbon inventory in the future to reflect new estimates for carbon sequestration levels in Humboldt County. The instructions shall list clear steps to complete the update and a complete list of data points necessary to collect, as well as discuss any potential challenges anticipated with future updates.

The successful contractor shall also provide to County staff full documentation of all collected and underlying data, notes, calculations, spreadsheets, uncertainties, assumptions and associated rationale, methodologies, scientific references, any other software tools and data inputs used, and other information that is needed to duplicate, understand, or interpret the information in the Study, and shall also provide documentation of the quality control implemented.

### **Task 3: Carbon Sequestration Feasibility Study and Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report**

The successful contractor will draft a report on the Carbon Sequestration Feasibility Study to outline land management strategies and best management practices for sustainable and

enhanced carbon sequestration in Humboldt Countywide. This report will be combined as an attachment to the Carbon Stock Inventory Report to create the Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report.

This task will include a Public Review of the full study report, preparation of a final study report to address public feedback, and presentation of the full study to the Board of Supervisors for review and acceptance.

#### **Draft Carbon Sequestration Feasibility Study Report**

The successful contractor will draft a feasibility study report to summarize the strategies and best management practices for sustainable and enhanced carbon sequestration in Humboldt County including calculation and size of carbon sink. The report will be an attachment to the Carbon Stock Inventory to create the Draft Humboldt Natural and Working Lands Carbon Stock and Management Study Report. Calculations used to determine the size of additional carbon sink through best management practices shall utilize the best determined methodology. The draft report should incorporate information that was collected in Task 1, such as information obtained through community stakeholder engagement and research on current land management practices and best management practices forward. The Feasibility Study should respond to guiding question Number 6 included in the General Approach Table (Table 1). The draft report shall be submitted to the County for review and feedback.

#### **Draft and Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report for Public Review**

The Draft Humboldt Natural and Working Lands Carbon Stock and Management Study Report will be released to the public for a 30-day review period. The County will consolidate public comments received on the draft and provide to the successful contractor to be addressed in the final report. The successful contractor will address comments received with the support of the County and will prepare the Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report. The final report shall include all elements of previous deliverables to provide a complete and comprehensive report.

#### **Board of Supervisors Meeting (Mid-Late January 2029)**

The successful contractor will be prepared to attend and answer questions when the final report is presented to the Board of Supervisors for review and acceptance. The County will take the lead to prepare a presentation to the Board with the support of the successful contractor. The Board of Supervisors meeting should occur mid-late January 2029.

### **III. PROPOSAL FORMAT**

- A. **Cover letter:** Describe your business and summarize your qualifications and experience with professional planning and technical support services.
- B. **Authorized signature:** The cover letter attached to the submittal shall be signed by an authorized employee to receive consideration (Attachment A).
- C. **Company experience:** Describe the experience your company has delivering the scope of work described.
- D. **References:** Provide three professional references with contact information and description of services rendered. Respondents may use the reference data sheet

- (Attachment B) or present the information in their own format.
- E. **Staff experience:** Provide resumés of the key staff that would be assigned to this job.
  - F. **Rates:** Provide the fee schedule for professional planning and technical support services or provide hourly billing rates for key personnel and standard billing rates to be applied in performance of the work.
  - G. **Timeline:** Identify date of availability to commence work, describe general availability for as needed work.
  - H. **Insurance requirements:** Contractor will provide insurance evidence as specified in Section 15 of the Professional Services Agreement (Exhibit 1).
  - I. **Sealed envelope/PDF:** All responses shall be submitted in a sealed envelope or single PDF via email, which is clearly marked with “RFP PLN2026-01”, prior to the closing date and time.
  - J. **Late submittals:** Late submittals will not be accepted.
  - K. **Property of County:** All proposals, whether the submitting company is selected to perform the services or not, become the property of the County.
  - L. **Cost of RFP preparation:** Cost of preparation of submittal shall be borne by the respondent.

**IV. SELECTION CRITERIA AND PROCESS**

The County uses the competitive negotiation process, wherein the qualifications and experience of each proposal are evaluated as they relate to the Scope of Work. Humboldt County Planning and Building Department staff will review the submittals and select a contractor to perform the work based on the following selection criteria:

- A. General company and individual experience
- B. Demonstrated understanding of relevant objectives and requirements
- C. Demonstrated knowledge of laws, rules and regulations concerning scope of work
- D. Scope of work that could be performed clearly identified
- E. Ability to provide high-quality, cost-effective services
- F. Demonstrated ability to meet insurance requirements
- G. Demonstrate ability to engage in iterative, flexible process

<b>TIMELINE</b>	<b>DATES</b>
RELEASE OF REQUEST FOR PROPOSAL	April 15, 2026
DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u>	May 15, 2026 at 5 p.m.
	<b>THE FOLLOWING DATES ARE TENTATIVE AND MAY BE SUBJECT TO CHANGE:</b>
RFP EVALUATION PROCESS	May 18-22, 2026
CONTRACT FINALIZATION	Upon Board Approval
NEW CONTRACT START DATE	Upon Board Approval

County staff will notify each respondent of the final selection of the review team. Proposals received from non-selected candidates will be retained on file by the County for two years in the event the selected firm or individual is unable to fulfill the services.

**V. RESERVATION OF RIGHTS**

The County reserves the right to do any of the following:

1. Cancel the RFP process at any time
2. Amend or modify the Scope of Work prior to the submission of proposals as necessity may dictate
3. Cancel the RFP after opening but prior to award if the County determines that cancellation is in the best interest of the County for reasons including, but not limited to:
  - a. The service(s) are no longer required
  - b. Services in the proposals received are at an unreasonable cost
  - c. Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith
  - d. The County determines, after analysis of the statements, that needs can be satisfied through an alternative method
4. Negotiate contract terms and conditions with any qualified contractor
5. Reject any response which is in any way not in compliance with the RFP
6. Decline award of a contract

**VI. CONTRACT TERMS AND CONDITIONS**

The successful contractor shall enter into a contract with substantially the same terms and conditions as the Professional Services Agreement attached hereto as Exhibit 1 and comply with the terms and conditions required by the County. The professional services agreement between the vendor and County is subject to approval by County Counsel, Risk Manager, and the Board of Supervisors. Respondents shall identify in writing any requested exceptions to the specified terms. Objections to the terms and conditions not made prior to submission of the response are deemed waived.

**VII. PUBLIC RECORDS AND TRADE SECRETS**

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act (Government Code §7920.000 et seq.). However, if prior to the award of a contract further negotiations are contemplated, the County must discern whether public disclosure should await the completion of the negotiations. In these circumstances the County must establish that the public interest in nondisclosure clearly outweighs the public's interest in disclosure (Government Code §§ 7929.000 & 7922.540(a); *Michaelis, Montanari and Johnson v. Superior Court (Los Angeles)* (2006) 38 Cal.4th 1065).

The Request for Proposals and all responses are considered public information with the exception noted above and for trade secrets specifically identified, which will be handled according to state statutes or other laws. Any information that contains trade secrets shall be communicated to County by the respondent. Any page of the proposal that is deemed to be a trade secret by the respondent shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.

If the County receives a request for disclosure of any such specifically identified

information, prior to release of any such specifically identified information, the County will contact the contractor and will not release the specifically identified information if the contractor agrees to indemnify, defend, and hold harmless the County in any action brought to disclose such information. The contractor, by submitting such information, agrees that the failure of County to contact the contractor prior to the release of such information will not be a basis for liability by the County or any County employee to contractor.

**VIII. CONFLICT OF INTEREST**

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

**IX. DIGITAL PRODUCTS AND SERVICES REQUIREMENTS**

Contractor/Consultant shall ensure that Digital Products and Services (includes any product or service that is accessed over a network connection using hypertext transfer protocol (HTTP or HTTPS), VPN or similar connectivity, and/or mobile applications, which may include, without limitation, cloud services, software as a service, application services, websites, web portals, knowledgebases, digital content pages, web and mobile applications, multimedia, documents, consumer applications and content services) shall be fully usable and accessible by people with disabilities and shall, at a minimum, adhere to the Web Content Accessibility Guidelines version 2.2 (or any later version thereof), Level A and Level AA (also referred to as WCAG 2.2 AA) (the “Accessibility Requirements”).

**X. INSURANCE REQUIREMENTS**

The successful contractor shall meet the insurance requirements set forth in the Professional Services Agreement attached hereto as Exhibit 1.

**XI. INDEMNIFICATION**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

**XII. ASSIGNMENT**

Any contract resulting from this response to the RFP and any amendments or supplements thereto shall not be assignable by the successful candidate firm or individual either voluntarily or by operation of law, without the written approval of the County, and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings.

**XIII. INQUIRY**

Direct all inquiries regarding RFP Number PLN2026-01 to:

Rodney Yandell  
Planning Manager  
Long Range Planning - Planning Department

County of Humboldt  
3015 H Street, Eureka, CA 95501  
(707) 268-3732  
[ryandell@co.humboldt.ca.us](mailto:ryandell@co.humboldt.ca.us)

and

Megan Acevedo, Associate Planner  
Planning & Building Department  
County of Humboldt  
3105 H Street, Eureka, CA 95501  
(707) 441-2634  
[macevedo@co.humboldt.ca.us](mailto:macevedo@co.humboldt.ca.us)

Attachments:

Exhibit 1 – County of Humboldt Professional Services Agreement Example

Attachment A – Signature Affidavit

Attachment B – Reference Data Sheet

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
[NAME OF CONTRACTOR]  
FOR FISCAL YEARS 20[ ]-20[ ] THROUGH 20[ ]-20[ ]**

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

WHEREAS, COUNTY, by and through its [Name of Department] – [Name of Division], desires to retain a qualified professional to provide [general description of the services that will be provided]; 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 [type of services that will be provided] services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR hereby 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 [Department Head Title], or a designee thereof, hereinafter referred to as "[Abbreviated Department Head Title]."

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [ ] [ ], 20[ ], unless extended by a valid amendment hereto or sooner terminated as set forth 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 provided pursuant to the terms and conditions set forth herein 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 any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [ ] Dollars (\$\_\_, \_\_.\_\_). In no event shall the maximum amount paid under this Agreement exceed [ ] Dollars (\$\_\_, \_\_.\_\_) for fiscal year 20[ ]-20[ ] and [ ] Dollars (\$\_\_, \_\_.\_\_) for fiscal year 20[ ]-20[ ]. CONTRACTOR hereby agrees to perform any and 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 set forth 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 set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month in which services are provided hereunder. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all 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 pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: [Name of Department] – [Name of Division]  
Attention: [Name of Contact Person], [Job Title]  
[Email Address]

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions 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: [Name of Department] – [Name of Division]  
Attention: [Name of Contact Person], [Job Title]  
[Street Address]  
[City], California [Zip Code]

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

7. REPORTS:

CONTRACTOR hereby 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 pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement 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 hereby 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. Any and 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 associated with the administration of 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 hereby agrees that COUNTY has the right to monitor any and 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 shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall 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 any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; 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, but not limited to, 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. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby 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 any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. 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 or federal laws, regulations or standards, 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 herein by reference 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 hereby 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.

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- 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 shall:
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, costs and expenses 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 sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire 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 or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, 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. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain 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, 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 terms and conditions 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 such aggregate limits.

C. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

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

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Each party hereby agrees 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 and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby 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 hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. CONTRACTOR hereby 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 11135 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 hereby 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 incorrectly 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 of such amendment.

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

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21. SEVERABILITY:

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

22. ASSIGNMENT:

Neither party shall delegate its duties or 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.

23. 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.

24. 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 which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

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. AMENDMENT:

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

27. 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.

28. 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, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. USE OF ARTIFICIAL INTELLIGENCE TOOLS:

CONTRACTOR, and its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors, may use generative artificial intelligence (“AI”) tools in performing services under this Agreement only in a manner consistent with any and all applicable local state and federal laws, regulations, policies, procedures, standards and contractual requirements. CONTRACTOR, and its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors, shall not input, upload, or disclose any confidential, proprietary, or personally identifiable information into AI tools without COUNTY’s prior written authorization. CONTRACTOR shall use generative AI tools only through enterprise or subscription-based platforms that provide contractual confidentiality protections, and shall not use free, public or consumer-grade AI services, in order to ensure that confidential, sensitive, draft or deliberative-process information is not disclosed, stored or made available to third parties or the general public. Any and all AI-generated content used in connection with the services provided pursuant to the terms and conditions of this Agreement must be independently reviewed by qualified personnel for accuracy, completeness, and appropriateness. CONTRACTOR remains fully responsible for all work products, regardless of whether AI tools were used. CONTRACTOR shall clearly disclose when AI tools were used to create, review or edit any draft or document submitted to COUNTY, and final work products in which AI played a significant role shall include a disclosure substantially in the following form: “Generated in part using [Generative AI Platform] and independently reviewed by [Name], [Title], on behalf of [Contractor].” COUNTY may limit or prohibit the use of AI tools at any time and may require CONTRACTOR to revise or replace any AI-generated content. CONTRACTOR shall be liable for any and all claims, demands, losses, damages, liabilities, costs and expenses arising from its use or misuse of AI tools, including, without limitation, confidentiality breaches, intellectual property violations or inaccuracies in AI-generated content.

30. DIGITAL PRODUCTS AND SERVICES REQUIREMENTS:

Contractor/Consultant shall ensure that Digital Products and Services (includes any product or service that is accessed over a network connection using hypertext transfer protocol (HTTP or HTTPS), VPN or similar connectivity, and/or mobile applications, which may include, without limitation, cloud services, software as a service, application services, websites, web portals, knowledgebases, digital content pages, web and mobile applications, multimedia, documents, consumer applications and content services) shall be fully usable and accessible by people with disabilities and shall, at a minimum, adhere to the Web Content Accessibility Guidelines version 2.2 (or any later version thereof), Level A and Level AA (also referred to as WCAG 2.2 AA) (the “Accessibility Requirements”).

31. JURISDICTION AND VENUE:

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

32. 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 any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to [Abbreviated Department Head Title] in accordance with the notice requirements set forth herein.

33. 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, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. 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.

34. 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, the term "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.

35. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section [ ]( ) – Compensation upon Termination, Section [ ] – Record Retention and Inspection, Section [ ] – Confidential Information and Section [ ] – Indemnification shall survive the expiration or termination of this Agreement.

36. 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.

37. 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.

38. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses 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.

39. 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, pandemics, 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.

40. 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.

41. 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. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

42. 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, CHIEF FINANCIAL OFFICER OR TREASURER.

**[NAME OF CONTRACTOR]:**

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

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

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

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

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

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

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

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

**COUNTY OF HUMBOLDT:**

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

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

[Name of Board Chair], Chair  
Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

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

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

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form

**EXHIBIT A**  
**SCOPE OF SERVICES**

[Name of Contractor]

For Fiscal Years 20[ ]-20[ ] through 20[ ]-20[ ]

[Brief description of the purpose of the services to be provided]

1. SERVICES:

[List and describe the services to be performed under the Agreement]

2. SCHEDULE:

[List and describe project milestones/timeline for performance, as applicable]

3. DELIVERABLES:

[List and describe deliverables, as applicable]

4. ACCEPTANCE CRITERIA:

[List and describe the criteria and standards to be achieved for each deliverable, as applicable]

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

**EXHIBIT B  
SCHEDULE OF RATES**

[Name of Contractor]  
For Fiscal Years 20[ ]-20[ ] through 20[ ]-20[ ]

<b>A. Personnel Costs</b>	
Title: [ ] Description of Duties: [ ]	\$ __, __. __
Title: [ ] Description of Duties: [ ]	\$ __, __. __
<b>Total Personnel Costs:</b>	<b>\$ __, __. __</b>
<b>B. Operational Costs</b>	
Item: [ ] Description: [ ]	\$ __, __. __
Item: [ ] Description: [ ]	\$ __, __. __
<b>Total Operational Costs:</b>	<b>\$ __, __. __</b>
<b>C. Supplies</b>	
Item: [ ] Description: [ ]	\$ __, __. __
Item: [ ] Description: [ ]	\$ __, __. __
<b>Total Supply Costs:</b>	<b>\$ __, __. __</b>
<b>D. Transportation Costs</b>	
Item: [ ] Description: [ ]	\$ __, __. __
Item: [ ] Description: [ ]	\$ __, __. __
<b>Total Transportation Costs:</b>	<b>\$ __, __. __</b>
<b>E. Other Costs</b>	
Item: [ ] Description: [ ]	\$ __, __. __
Item: [ ] Description: [ ]	\$ __, __. __
<b>Total Other Costs:</b>	<b>\$ __, __. __</b>
<b>F. Indirect Costs</b>	
Item: Overhead and Administration Description: Shall not exceed ten percent (10%) of total direct costs	\$ __, __. __
<b>Total Indirect Costs:</b>	<b>\$ __, __. __</b>
<b>Grand Total:</b>	<b>\$ __, __. __</b>

Fluctuations of up to ten percent (10%) of salary calculations to account for wage increases, new hires, etc. are allowable if total amount of personnel category does not increase. Any shift of funds to or from the personnel category must be approved by COUNTY in writing. CONTRACTOR may shift up to twenty-five percent (25%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

**EXHIBIT C  
SAMPLE INVOICE FORM**

[Name of Contractor]  
For Fiscal Years 20[ ]-20[ ] through 20[ ]-20[ ]

*(Place on agency letter head)*

**INVOICE**

**Contractor Name**  
**Contract Reference**  
**Contractor Street**  
**Address**  
**City, State, Zip Code**

**Invoice Date**  
**Invoice Period**  
**Invoice Number**

**Contact Name**  
**Contact Phone Number**

Date	Quantity	Description of Service	Rate	Total
<b>Total Invoiced Amount</b>				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice

<b>SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

Government Code Section 6250 *et.seq.*, the “Public Records Act”, define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Invitation to Bid and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)  
 Addendum #      Addendum #      Addendum #      Addendum #

**REFERENCE DATA SHEET**

Attachment B

Provide a minimum of three (3) current references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County, preferably in California. Previous business with the County does not qualify.

<b>NAME OF FIRM:</b>			
<b>STREET ADDRESS:</b>			
<b>CITY, STATE, ZIP</b>			
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>	
<b>PHONE #:</b>		<b>FAX #:</b>	
<b>Product(s) and/or Service(s) Used:</b>			
<b>NAME OF FIRM:</b>			
<b>STREET ADDRESS:</b>			
<b>CITY, STATE, ZIP</b>			
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>	
<b>PHONE #:</b>		<b>FAX #:</b>	
<b>Product(s) and/or Service(s) Used:</b>			
<b>NAME OF FIRM:</b>			
<b>STREET ADDRESS:</b>			
<b>CITY, STATE, ZIP</b>			
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>	
<b>PHONE #:</b>		<b>FAX #:</b>	
<b>Product(s) and/or Service(s) Used:</b>			