

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
RINCON CONSULTANTS
FOR FISCAL YEARS 2026-2027 THROUGH 2028-2029**

This Agreement, entered into this 27th day of JULY, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Rincon Consultants, a California Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Planning and Building Department – Long Range Planning Division desires to retain a qualified professional 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"); 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 Carbon Stock Inventory and a Carbon Sequestration Feasibility Study 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 Director of Planning and Building, or a designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until January 31, 2029, 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 Three Hundred Sixty-Two Thousand, Eight Hundred Eighty-One Dollars (\$362,881.00). In no event shall the maximum amount paid under this Agreement exceed Three Hundred Sixty-Two Thousand, Eight Hundred Eighty-One Dollars (\$362,881.00). 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: Planning and Building Department – Long Range Planning
 Attention: Rodney Yandell – Planning Manager

ryandell@co.humboldt.ca.us

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: Planning and Building Department – Long Range Planning
Attention: Rodney Yandell – Planning Manager
3015 H Street
Eureka, CA 95501

CONTRACTOR: Rincon Consultants, Inc
Attention: Kelsey Bennett, Project Manager
601 University Avenue, Suite 221
Sacramento, CA 95825
kbennett@rinconconsultants.com

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.
- 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. 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: Rincon Consultants, Inc
Attention: Lexi Journey, Project Manager
601 University Avenue, Suite 221
Sacramento, CA 95825
ljourney@rinconconsultants.com

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.

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 the Director 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 3-D – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

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.

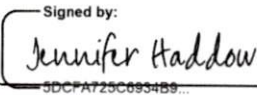
[Signatures on Following Page]

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.

RINCON CONSULTANTS, INC.:

By: 
Signed by: 3DCFA725C6934B9...

Date: 7/16/2026

Name: Jennifer Haddow

Title: President

By: 
Signed by: 3D7AD6A0F0E4C0...

Date: 7/16/2026

Name: Richard Daulton

Title: Secretary

COUNTY OF HUMBOLDT:

By: 

Date: 7/27/2026

John H. Ford, Director
Humboldt County Department of Planning and Building
[Pursuant to Board of Supervisors Authorization File ID 26-523 on June 23, 2026]

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: **Oakley, Jennifer** Digitally signed by Oakley, Jennifer
Date: 2026.07.24 11:48:03 -07'00'
Risk Management

Date: 7/24/2026

LIST OF EXHIBITS:

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

Detailed Scope and Technical Approach

This attachment provides a more detailed description of Rincon's proposed scope of work, technical methodology, assumptions, deliverables, and project approach for the Humboldt Natural and Working Lands Carbon Stock and Management Study. The attachment is intended to supplement the high-level scope summary included in the main proposal by further illustrating the rigor, transparency, implementation-focused nature, and contractual scope framework of Rincon's approach. The proposed scope, schedule, and budget are based on the assumed project timeline and level of coordination identified herein; substantial schedule extensions, delays, or changes in review duration may require corresponding adjustments to project management scope, level of effort, and associated costs.

The following sections describe Rincon's proposed technical workflow, data management approach, stakeholder coordination strategy, carbon stock and sequestration methodologies, quality assurance and quality control procedures, assumptions, and anticipated deliverables for each task. These detailed task descriptions, assumptions, and deliverable components are intended to provide a clear framework for project execution and are anticipated to serve as the basis for refinement and incorporation into the final professional services agreement and project scope of work with Humboldt County. Unless otherwise requested by the County, all deliverables are assumed to be provided in electronic format only; hardcopy deliverables, printing, and large-format production are not included in the proposed scope or budget.

This additional detail is provided to support the County's review of the proposed approach, clarify how Study objectives will be achieved, and demonstrate how the project framework is designed to produce a scientifically defensible, transparent, repeatable, and implementation-ready planning resource for Humboldt County and its partner agencies.

Scope of Work

Task 1. Project Planning Framework

Task 1 will establish the project foundation, confirm roles and decision-making procedures, refine the County's guiding questions, identify available and missing datasets, initiate targeted stakeholder and land manager engagement, and develop the methodology framework that will guide the Carbon Stock Inventory and Feasibility Study.

Task 1.1 Kickoff Meeting and Project Work Plan

Rincon will organize and facilitate a kickoff meeting with County staff shortly after contract execution to confirm the project's technical, planning, schedule, and communication framework and establish a shared understanding of the Study's goals, methodology, deliverables, and intended uses. Rincon anticipates the kickoff meeting will be conducted virtually, although Rincon and LACO can support an in-person meeting in Eureka if preferred by the County (budget currently allows for the Principle/Director and Project manager to attend the kickoff meeting in person).

The kickoff meeting will include discussion of:

- Project goals, desired outcomes, and intended uses of the Study;
- County staff roles, consultant team roles, communication protocols, and decision-making procedures;
- Review of the scope, schedule, budget, deliverables, and assumptions;
- Key project stakeholders and preferred methods of coordination;
- Available datasets, GIS resources, known data gaps, and data management procedures;

- Initial methodology considerations for land classification, carbon stock calculations, sequestration analyses, and stability assessments;
- Coordination with related planning efforts including the RCAP, General Plan, Community Wildfire Protection Plan, CEQA thresholds, conservation planning, and other County or partner agency initiatives;
- Public review, Board of Supervisors presentation, and final acceptance procedures; and
- File-sharing, GIS deliverable formats, calculation documentation, and long-term update expectations.

Following the kickoff meeting, Rincon will prepare a Project Work Plan and Updated Methodology Framework that confirms the final scope, schedule, review milestones, deliverables, communication protocols, assumptions, and decision points. As part of this effort, Rincon will update the RFP's General Approach Table to confirm the final guiding questions, proposed methodologies, data sources, geographic scales of analysis, expected outputs, and known limitations for each major technical component of the Study. The updated framework will serve as the bridge between the County's project goals and the detailed technical analyses completed in Tasks 2 and 3.

The methodology framework will identify:

- Primary datasets and technical methodologies;
- Land cover, land use, ownership, and jurisdictional classifications;
- Proposed maps, charts, GIS layers, and technical outputs;
- Known uncertainties and data limitations;
- Areas requiring stakeholder or land manager input; and
- How each analysis will support future RCAP updates, greenhouse gas inventories, CEQA thresholds, conservation planning, land management, and implementation efforts.

Rincon will also identify any recommended additional guiding questions, analyses, or outputs that could improve the long-term usefulness and implementation value of the Study, including considerations related to carbon durability, co-benefits, implementation readiness, and priority opportunity areas.

Rincon's Principal-in-charge, Director, Project Manager, and Assistant Project Manager will attend the kickoff meeting if virtual. If in-person, Rincon Project Manager will attend in addition to either the Rincon Principal-in-Charge or Director. LACO will participate in the kickoff process (in-person or virtual), as appropriate, to provide Humboldt-specific planning context, identify local coordination considerations, and support early stakeholder and land manager mapping.

Deliverables

- Kickoff meeting agenda
- Kickoff meeting notes and action items
- Project Work Plan
- Data request and tracker
- Project schedule

Assumptions

- One kickoff meeting will be conducted for up to 2 hours, in-person or virtual as decided by the County.
- County staff will provide one consolidated set of comments on draft Task 1 materials.
- The Project Work Plan and Methodology Framework will be finalized within 30 business days following receipt of County comments.

- The County will provide available GIS datasets, plans, prior studies, and relevant background materials at the beginning of the project.
- Any substantive methodology changes after County approval may require schedule or budget adjustments.

Task 1.2 Stakeholder and Land Manager Engagement Strategy

Rincon and LACO Associates will develop a targeted stakeholder and land manager engagement framework focused on improving the technical accuracy, implementation value, and long-term usability of the Study. Consistent with the County's goals, the engagement approach will prioritize coordination with stakeholders and land managers who have direct knowledge of stewardship practices, land cover conditions, carbon sequestration opportunities, wildfire and restoration activities, and implementation barriers across Humboldt County's natural and working lands.

Rather than functioning as a standalone outreach effort, engagement will be integrated directly into the technical workflow at key decision points throughout the project. Stakeholder and land manager input will help inform refinement of guiding questions, validation of land cover classifications and datasets, understanding of existing management practices, evaluation of feasibility considerations, and development of practical implementation strategies and recommendations.

Rincon anticipates coordination with the following stakeholder groups, subject to County direction:

- County departments and RCAP partner agencies;
- Resource Conservation Districts;
- Agricultural operators and agricultural organizations;
- Timberland and forest land managers;
- Public land managers;
- Tribal representatives and Tribal land managers, through County-approved protocols;
- Conservation organizations and land trusts;
- CAL FIRE, Humboldt County Fire Safe Council, prescribed fire, and fuels management partners;
- Wetland, riparian, watershed, coastal, and restoration partners;
- Local agencies and regional planning partners; and
- Additional stakeholders identified by County staff.

The engagement strategy will be developed and identify when input is needed, why it is needed, who should participate, and how the input will inform technical analyses and final deliverables. Examples may include validating land cover assumptions prior to carbon stock calculations, understanding existing stewardship and restoration practices prior to scenario development, and reviewing implementation barriers and opportunities before finalization of management strategies and feasibility recommendations.

LACO Associates will support Rincon by providing local Humboldt County planning context, helping identify and coordinate with appropriate local stakeholders and land managers, advising on outreach sensitivities and regional considerations, supporting meeting logistics, and assisting with distribution of meeting invitations, surveys, or coordination materials. LACO will also help strengthen project buy-in and implementation support through its longstanding relationships with local organizations and landowners, including groups such as the Resource Conservation District, Farm Bureau, and regional land stewardship partners. Rincon will lead preparation of technical content, engagement materials, surveys, facilitation, analyses, and documentation.

Engagement activities are integrated throughout the scope of work and tied directly to key technical tasks to ensure stakeholder and land manager input informs project development at critical decision points. This approach ensures engagement is purposeful, technically relevant, and aligned with the specific

needs of each phase of the Study rather than functioning as a standalone outreach process. By involving project partners, agencies, land managers, and stakeholders throughout development of the Study, the project team can build consensus, strengthen long-term project support and implementation readiness, and identify potential concerns or feasibility issues early in the process. This iterative engagement structure also helps reduce the likelihood of significant revisions later in the project and supports successful adoption and implementation of the final Study.

Deliverables

- Draft Stakeholder and Land Manager Engagement Strategy, which will include:
 - Stakeholder/contact category matrix
 - Input-to-deliverable matrix identifying how engagement will inform technical products
- Final Draft Stakeholder and Land Manager Engagement Strategy

Assumptions

- Engagement will focus primarily on land managers, agencies, technical stakeholders, and implementation partners, in addition to the public meeting required by the RFP.
- The County will review and approve partner lists and outreach materials prior to distribution.
- Rincon will receive one consolidated set of comments on the Stakeholder and Land Manager Engagement Strategy.

Task 1.3 Literature, Data, Policy, and Regulatory Review

Rincon will collect and review existing plans, studies, policies, regulations, GIS datasets, and technical resources relevant to the Humboldt Natural and Working Lands Carbon Stock and Management Study. This effort will establish the technical and policy foundation for the Study, support development of scientifically defensible methodologies, identify available datasets and data gaps, avoid duplication of prior work, and ensure alignment with County, regional, and State climate, conservation, wildfire resilience, and land management objectives.

At a minimum, Rincon anticipates reviewing:

- The 2025 update to the California Air Resources Board Natural and Working Lands Carbon Inventory
- 2017 Carbon Inventory Estimates for the North Coast Resource Partnership
- The Humboldt Regional Climate Action Plan (RCAP) developed by Rincon
- IPCC Guidelines for National Greenhouse Gas Inventories
- Humboldt County Web GIS layers and County-provided spatial datasets
- Relevant natural resource, wildfire hazard, vegetation, land use, ownership, wetland, agricultural, coastal, and LiDAR datasets
- AB 32, SB 32, AB 1279, AB 1757, and other applicable State guidance related to natural and working lands and greenhouse gas reduction
- Humboldt County General Plan and Community Wildfire Protection Plan
- Relevant wildfire resilience, prescribed fire, forest health, agricultural conservation, wetland restoration, watershed, sea level rise, and coastal planning resources
- Applicable conservation, restoration, timberland, public lands, and watershed management plans
- Relevant grant program guidance and funding criteria associated with natural and working lands implementation efforts

Rincon anticipates utilizing datasets and technical resources such as LANDFIRE, CALVEG, National Land Cover Database (NLCD), National Wetlands Inventory, CAL FIRE FRAP data, MTBS fire perimeter data, LiDAR datasets, parcel and land ownership data, agricultural land use datasets, and other regional and County-specific GIS resources, as appropriate. The review will also evaluate the applicability, limitations, and potential refinement needs associated with the CARB 2025 NWL Inventory and other statewide datasets relative to Humboldt County's unique landscape conditions and management context.

Rincon will prepare a Library of Resource Materials and Literature and Data Review Summary Memorandum documenting the resources reviewed, their relevance to the Study, and how each resource will inform land classification, carbon stock calculations, change analyses, carbon stability evaluations, feasibility strategies, policy alignment, and implementation recommendations. The review will also identify key data gaps, uncertainties, and recommended approaches for addressing limitations during subsequent technical analyses.

Deliverables

- List of Related Plans, Studies, Policies, Laws and Regulations for review
- Draft and Final Resource Literature and Data Review Summary Memorandum
- Final Resource Literature and Data Review Summary Memorandum

Assumptions

- The County will provide available GIS files and relevant background materials in a timely manner.
- Rincon will review up to 16 documents that will be confirmed by the County before the review.
- The Literature and Data Review Summary will be limited to resources relevant to the Study's technical methods, policy alignment, and implementation strategy.
- Rincon will receive one consolidated set of comments on the draft Resource Literature and Data Review Summary Memorandum.

Task 1.4 Project Management and Coordination

Rincon will provide ongoing project management and coordination throughout the approximately 2-year project duration to support efficient, transparent, and well-coordinated delivery of the Humboldt Natural and Working Lands Carbon Stock and Management Study. Rincon's Project Manager will serve as the County's primary day-to-day point of contact and will be responsible for overall project administration, schedule and budget management, coordination with County staff and subconsultants, quality assurance and quality control (QA/QC), meeting facilitation, and timely delivery of work products.

Project management activities will include triweekly virtual 30-minute check-in meetings with County staff to review project progress, discuss upcoming tasks and milestones, resolve technical or data-related questions, and identify potential scope, schedule, or budget considerations early in the process. Rincon will maintain a running action item list, decision log, schedule tracker, and data request tracker to support clear communication, accountability, and project transparency throughout the Study. Monthly invoices will be accompanied by concise progress reports and formatted as needed to support compliance with Sustainable Agricultural Lands Conservation (SALC) grant requirements.

Given the sequential and interconnected nature of the technical analyses, Rincon will utilize structured decision checkpoints prior to advancing between major project phases. For example, land cover classifications and methodological assumptions will be reviewed and confirmed prior to completion of carbon stock calculations, and preliminary inventory findings will be reviewed before development and quantification of carbon sequestration feasibility strategies. This phased review structure is intended to reduce rework, support technical consistency, and maintain flexibility while ensuring the Study remains aligned with County priorities and stakeholder input.

Rincon will utilize established project management and coordination systems, including cloud-based file-sharing and document management platforms, to facilitate efficient collaboration among the consultant team, County staff, and project partners. If desired by the County, Rincon can establish a SharePoint site to support document sharing, version control, meeting materials, schedules, data exchange, and ongoing coordination throughout the project. Coordination with LACO Associates and other technical team members will occur regularly to ensure local engagement, technical analyses, and deliverables remain integrated throughout the project lifecycle.

Deliverables

- Triweekly check-in meetings with County staff
- Meeting agendas, notes, and action item tracking
- Monthly progress summaries and invoice support documentation
- Updated project schedule, decision log, and data request tracker
- Ongoing subconsultant coordination and internal QA/QC management

Assumptions

- Rincon assumes triweekly virtual 30-minute coordination meetings throughout the project duration, with additional meetings during major milestone periods as needed.
- Monthly invoices will include concise progress reports formatted to support SALC grant compliance requirements.
- If requested by the County, Rincon will establish and maintain a SharePoint site for project coordination, file sharing, and document management.
- County comments on deliverables will be consolidated into one non-conflicting set of comments per review cycle.
- Unless otherwise noted, each major deliverable includes one County review round and one revision cycle.
- Additional meetings, expanded coordination efforts, or substantial scope changes beyond those assumed may require schedule or budget adjustments.

Task 2. Humboldt Countywide Natural and Working Lands Carbon Stock Inventory and Summary Report

Task 2 will produce the Countywide Natural and Working Lands Carbon Stock Inventory and Summary Report. Rincon will classify and categorize natural and working lands, estimate existing aboveground, root/belowground, and soil organic carbon stocks and annual sequestration rates, evaluate approximately 10-year carbon stock change, assess carbon stock stability, and prepare a report that clearly communicates the results to technical and non-technical audiences.

Task 2.1 Carbon Inventory Methodology Confirmation

Building on the work completed in Task 1, Rincon will finalize the technical methodology, land classification framework, datasets, and carbon accounting approach for the Humboldt Countywide Natural and Working Lands Carbon Inventory. This task will confirm the methodologies used to quantify existing carbon stocks, evaluate carbon stock changes over time, and support future sequestration and feasibility analyses. The methodology will be designed to provide a scientifically defensible and transparent analytical framework that can support future greenhouse gas inventories, climate action planning, grant applications, conservation planning, and substantial evidence under CEQA for future policy development and environmental review.

Rincon anticipates utilizing a methodology generally aligned with the California Air Resources Board (CARB) Natural and Working Lands Carbon Inventory and other State-recognized carbon accounting frameworks while refining the approach to reflect Humboldt County's unique landscape conditions, ownership patterns, working lands, and management practices. Similar to previous countywide carbon inventory efforts completed by Rincon, the analysis will likely utilize datasets such as LANDFIRE Existing Vegetation Type (EVT), Existing Vegetation Cover (EVC), Existing Vegetation Height (EVH), National Land Cover Database (NLCD), CALVEG, National Wetlands Inventory, LiDAR, ownership datasets, wildfire datasets, and County-specific GIS resources.

Rincon will evaluate the suitability and limitations of available datasets and will conduct additional refinement and QA/QC where necessary to improve land cover classifications and carbon accounting accuracy. This may include comparison of statewide datasets with aerial imagery, local vegetation mapping, land manager input, and other regional data sources to identify and correct potential misclassifications. Stakeholder and land manager feedback will be incorporated into the methodology review process to help validate land cover assumptions, stewardship practices, and local landscape conditions prior to finalization of carbon calculations.

As part of this task, Rincon will establish the final land cover and land use classification framework, temporal analysis years, carbon pools to be evaluated (e.g., aboveground biomass, belowground biomass, dead organic matter, litter, and soil carbon), units of measurement, geographic analysis scales, and QA/QC procedures. Rincon will also identify how wildfire, land use change, restoration activities, and land management practices will be incorporated into subsequent carbon stock change and feasibility analyses.

Rincon will prepare a Carbon Inventory Methodology Memorandum documenting the final methodology, datasets, assumptions, classification approach, QA/QC procedures, known limitations, uncertainty considerations, and technical workflow for the carbon inventory analysis.

Additional Information Regarding LANDFIRE data: LANDFIRE is a collaborative program between the United States Forest Service and Department of the Interior that provides both current and historic vegetation and fuel mapping to aid wildfire management planning. LANDFIRE is regularly updated and is currently available for 2001, 2008, 2010, 2012, 2014, 2016, 2020, 2021, 2022, 2024, 2025 (staggered release) is expected to be released on an annual basis. LANDFIRE data schema includes existing vegetation type, height, and cover which is required to estimate carbon stock. These parameters are used in combination with CARB's carbon estimates developed for the State's Natural and Working Lands Inventory, which are based off of LANDFIRE data descriptions. LANDFIRE is currently the only publicly-available data to conduct carbon stock inventories because: 1) it is provided regularly so changes in landcover can be assessed; 2) has a documented methodology; and 3) has existing vegetation type, height, and cover for all vegetation types. Limitations with LANDFIRE data are accuracy and resolution. Because LANDFIRE is a national modeled dataset it contains inaccuracies that differ between habitat types and years that the data is provided. Also, the data is provided at a 30-meter resolution and therefore, doesn't capture smaller scale differences in vegetation/land cover. Through Rincon's experience conducting carbon sequestration studies we have found that a robust QA/QC process with knowledge stakeholders can significantly increase the accuracy of the data.

Deliverables

- Draft Carbon Inventory Methodology Memorandum
- Final Carbon Inventory Methodology Memorandum
- Virtual methodology review meeting with County staff and technical partners

Assumptions

- The County will provide available GIS datasets and relevant background information in a timely manner.
- Rincon will receive one consolidated set of comments on the draft methodology memorandum.
- No analysis will be conducted until the final methodology memorandum is approved.
- Significant methodology revisions requested after methodology confirmation may require schedule or budget adjustments.

Task 2.2 Landcover Quality Assurance and Quality Control Engagement

Accurate land cover classification is the foundation of a scientifically defensible and transparent carbon inventory. Based on Rincon's experience preparing countywide Natural and Working Lands carbon inventories throughout California, early quality assurance and quality control (QA/QC) of land cover datasets is one of the most important steps in reducing uncertainty, avoiding costly rework, and ensuring the resulting analyses can support future greenhouse gas inventories, CEQA substantial evidence, climate planning, and implementation efforts. Rincon's approach integrates stakeholder and land manager review early in the inventory process to validate assumptions and refine classifications before carbon calculations are finalized.

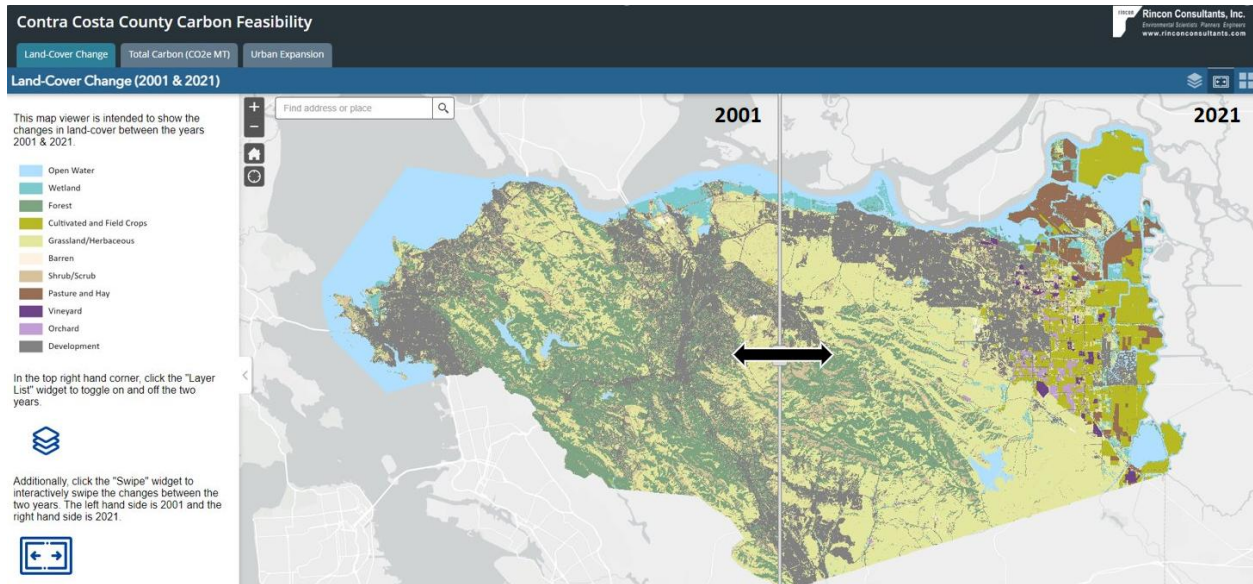
Rincon will develop and refine land cover classifications for two analysis years to support both the existing baseline inventory and approximately 10-year carbon stock change analysis. The classification framework will be designed to support carbon accounting, sequestration analyses, land cover change evaluation, ownership summaries, mapping, and future inventory updates.

Rincon anticipates the following major QA/QC and land cover refinement steps:

1. Develop an ArcGIS Online web-based review platform to display draft land cover classifications and apparent land cover changes between analysis years
2. Provide review instructions and a comment form to facilitate location-specific feedback from County staff, land managers, agencies, Tribes, and technical stakeholders
3. Review and evaluate stakeholder comments and determine appropriate classification refinements
4. Conduct targeted desktop validation and updates of the landcover data as needed

Rincon's Landcover Edit Tool (ArcGIS Online review platform) will allow reviewers to identify potential misclassifications, flag areas of concern, provide corrected classification information where known, and identify locations requiring additional review. Stakeholders will also be encouraged to provide contextual information regarding local land management practices, disturbance history, restoration activities, and ownership or land use conditions that may influence classification accuracy. See Contra Costa County's example Landcover Edit Tool below.

Example Contra Costa County Landcover Edit Tool Used for Landcover QA/QC



Rincon will facilitate up to three targeted data review meetings with County staff and selected stakeholders to review draft classifications, discuss areas of uncertainty, and refine the datasets prior to completion of carbon stock calculations. Based on Rincon's lessons learned from previous countywide carbon sequestration studies, incorporating local knowledge and anecdotal evidence early in the process is critical to improving technical defensibility, stakeholder confidence, and long-term implementation support.

LACO Associates will help identify appropriate local reviewers, support distribution of review instructions, assist with local meeting logistics, and provide local context regarding land use, ownership patterns, regional sensitivities, and stakeholder coordination. LACO's longstanding relationships with local organizations, landowners, and resource management partners will help strengthen participation and project buy-in throughout the review process. Rincon's GIS and carbon analysis team will lead the classification methodology, spatial analysis, QA/QC process, technical review, and final classification determinations.

Deliverables

- Draft and final Landcover Edit Tool (web-based ArcGIS Online platform)
- Stakeholder review instructions and digital comment form
- Up to three targeted data review meetings/workshops:
 - Initial platform orientation and review meeting;
 - Draft results and stakeholder feedback meeting; and
 - Final QA/QC and refinement review meeting
- Updated land cover classification datasets and associated metadata

Assumptions

- The County and LACO Associates will assist in identifying appropriate reviewers and supporting timely stakeholder participation.
- Stakeholder review comments will be provided within approximately three weeks of distribution of draft review materials to maintain the project schedule.

Task 2.3 Carbon Sequestration of Land/Carbon Types Calculations

Following confirmation of the methodology framework, Rincon will conduct the countywide carbon stock and sequestration analyses for Humboldt County's natural and working lands. The analysis will quantify existing carbon stocks and sequestration potential across major land cover, land use, ownership, and management categories throughout the County.

Rincon will calculate carbon stocks for relevant carbon pools, anticipated to include aboveground biomass, belowground biomass, dead organic matter, litter, and soil carbon, as appropriate based on available datasets and accepted methodologies. Calculations will be completed for multiple analysis years, where feasible, to evaluate changes in carbon stocks over time and identify areas of carbon gain, loss, stability, and transition. The analysis will evaluate carbon sequestration and carbon stock characteristics across forests, timberlands, wetlands, riparian areas, grasslands, shrublands, agricultural lands, coastal resources, public lands, Tribal lands, and other relevant land cover categories.

Draft land cover and carbon stock maps, spatial analyses, and summary tables will be provided for County and stakeholder review prior to finalization. Final land cover and carbon stock maps, summary tables, and associated figures will be refined and incorporated into the Draft and Final Carbon Stock Inventory Summary Report.

Deliverables

- Countywide carbon stock and sequestration calculations
- GIS-based carbon stock mapping and spatial analysis outputs
- Draft land cover and carbon stock maps and summary tables
- Final land cover and carbon stock maps and summary tables

Assumptions

- Available datasets and methodologies will support countywide planning-level analyses rather than parcel-level carbon accounting.
- Rincon will receive one consolidated set of comments on the draft land cover and carbon stock maps and summary tables
- The Carbon Stock Inventory Summary Report will not be developed until the final land cover and carbon stock maps and summary tables

Task 2.4 Draft and Final Carbon Stock Inventory Summary Report

Rincon will prepare a Draft and Final Carbon Stock Inventory Summary Report documenting the methodologies, analyses, findings, mapping, and technical conclusions associated with the Humboldt Countywide Natural and Working Lands Carbon Inventory. The report will establish Humboldt County's baseline natural and working lands carbon stock conditions, evaluate carbon stock changes over time, summarize carbon sequestration characteristics across land cover and ownership categories, and identify key trends influencing long-term carbon storage and stability.

Following completion of the final land cover and carbon stock maps and summary tables, Rincon will provide more of existing carbon stocks and annual sequestration rates for Humboldt County's natural and working lands using the finalized methodology developed in Task 2.1 through Task 2.3. The Inventory is anticipated to include aboveground biomass carbon, belowground/root biomass carbon, and soil organic carbon, as supported by available datasets and accepted methodologies. The analysis will also evaluate carbon stock changes across approximately a 10-year period to help identify areas of carbon gain, loss, stability, and landscape transition.

The analysis will summarize carbon stock and sequestration results countywide and across relevant categories, anticipated to include:

- Land cover and land use types;
- Public versus private lands;
- County-owned lands;
- Incorporated and unincorporated areas, as appropriate;
- Forestlands and timberlands;
- Wetlands and riparian areas;
- Grasslands and shrublands;
- Agricultural lands and working landscapes;
- Tribal lands or other special ownership categories, subject to County direction, data availability, and appropriate protocols; and
- Other relevant natural and working lands classifications identified during the Study.

Rincon will prepare narrative descriptions, maps, charts, graphics, tables, GIS-based visualizations, and technical summaries designed to clearly communicate findings to County staff, partner agencies, stakeholders, decision-makers, and the public. Draft land cover and carbon stock maps, spatial analyses, and summary tables will be provided for County and stakeholder review prior to finalization. Final land cover and carbon stock maps, summary tables, figures, and supporting analyses will be refined and incorporated into the Draft and Final Carbon Stock Inventory Summary Report.

The report will document key assumptions, methodologies, uncertainty considerations, limitations, and QA/QC procedures to support transparency, repeatability, and future updateability of the inventory. Rincon will also prepare GIS layers, technical documentation, and calculation outputs in formats that can support future RCAP updates, greenhouse gas inventory updates, dashboard metrics, CEQA analyses, grant applications, implementation tracking, and future natural and working lands planning efforts.

The Draft Report will be provided for County review and comment prior to preparation of the Final Report. Rincon will incorporate one consolidated set of County comments into the Final Carbon Stock Inventory Summary Report.

Deliverables

- Draft Carbon Stock Inventory Summary Report
- Final Carbon Stock Inventory Summary Report

Assumptions

- Carbon estimates will be reported in units coordinated with County staff, anticipated to include metric tons of carbon dioxide equivalent (CO₂e).
- The County will provide one consolidated set of comments on the Draft Carbon Stock Inventory Summary Report.
- The report will present planning-level technical analyses appropriate for countywide planning, implementation, and policy development purposes.

Task 2.5: Data Transfer, Documentation, and Future Update Protocol

To support long-term usability, transparency, and future updateability of the Humboldt Natural and Working Lands Carbon Stock and Management Study, Rincon can provide a comprehensive data transfer and documentation package designed to allow the Study methodologies, datasets, assumptions, and workflows to be understood, replicated, maintained, and updated by County staff or future consultants.

This task is intended to support future RCAP updates, greenhouse gas inventory updates, implementation tracking, grant applications, CEQA analyses, and ongoing natural and working lands planning efforts by providing organized technical documentation and supporting datasets in a clear and accessible format.

The final data package may include, as applicable:

- Final GIS layers, map files, and metadata;
- Carbon inventory calculation workbooks, supporting datasets, and transferable calculation tools/scripts;
- Methodology documentation, assumptions logs, uncertainty documentation, and scientific references;
- QA/QC procedures, technical review documentation, and processing notes;
- Instructions and recommendations for future inventory updates, data inputs, and update intervals; and
- Documentation of known data gaps, technical limitations, and recommended future improvements.

As part of this task, Rincon can also prepare a Future Inventory Update Protocol describing recommended procedures for updating the carbon inventory and feasibility analyses over time, including suggested datasets, update workflows, quality control considerations, and opportunities to improve technical accuracy in future study iterations.

If desired by the County, Rincon can also provide a technical handoff and training session to walk County staff through the organization of datasets, GIS layers, calculation files, update procedures, and technical workflows associated with the Study.

Deliverables

- Final electronic data transfer package
- GIS layers, map files, metadata, and data dictionary
- Final calculation files, scripts, and supporting datasets, as applicable
- Final methodology, QA/QC, assumptions, and uncertainty documentation
- Future Inventory Update Protocol
- Staff training and technical handoff session materials, if requested

Assumptions

- Rincon will provide electronic files only.
- Proprietary tools, licensed datasets, or third-party software may be subject to licensing restrictions and may not be transferable.
- Rincon will document any known restrictions on data use, transfer, or licensing.
- County staff will provide a preferred file organization structure and data transfer method, if applicable.
- Staff training or technical handoff sessions, if requested, will be limited to one session unless otherwise scoped.

Task 3. Carbon Sequestration Feasibility Study and Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report

Task 3 will use the Inventory results to identify feasible land management strategies and best management practices that can maintain, enhance, or protect carbon sequestration in Humboldt County. The Feasibility Study will evaluate where and through what activities the County and its partners may have the greatest opportunity to optimize carbon sequestration while maintaining long-term carbon stability and supporting broader County goals.

Task 3.1 Land Management Activities Implementation Development

Building on the carbon inventory and baseline analyses completed in Task 2, Rincon will work with the County, LACO Associates, and project stakeholders to identify, evaluate, and prioritize land management activities and nature-based climate solutions that can help maintain and enhance long-term carbon sequestration capacity throughout Humboldt County. This task will focus on implementation-oriented strategies that support carbon sequestration, wildfire resilience, ecosystem health, working lands viability, and broader environmental and community co-benefits.

Using guidance from the California Air Resources Board (CARB) Scoping Plan, State Natural and Working Lands guidance, scientific literature, and Rincon's prior countywide Natural and Working Lands studies, Rincon will develop a suite of potential land management strategies and carbon sequestration activities appropriate for Humboldt County's forests, timberlands, agricultural lands, wetlands, grasslands, riparian systems, coastal areas, and other working landscapes.

Potential strategies anticipated to be evaluated may include:

- Prescribed grazing
- Fuel reduction and vegetation management
- Prescribed fire
- Forest health and reforestation activities
- Urban forestry
- Native grassland and oak woodland restoration
- Riparian and wetland restoration
- Compost application and soil health practices
- Agricultural stewardship and range planting
- Other regionally appropriate nature-based climate solutions identified through stakeholder coordination.

Rincon will develop and utilize a land management activity framework to review existing County and regional policies, programs, plans, and initiatives relevant to carbon sequestration, land stewardship, climate adaptation, wildfire resilience, and conservation planning. This effort will help identify existing implementation efforts, policy gaps, barriers, funding needs, partnership opportunities, and implementation readiness considerations.

To support implementation tracking and long-term County use, Rincon will also develop a GIS-based ArcGIS Online implementation viewer to compile and visualize spatial information regarding existing and proposed land management activities occurring throughout Humboldt County. The viewer will support identification and mapping of carbon sequestration and land stewardship activities such as fuels reduction, prescribed fire, restoration projects, agricultural stewardship practices, wetland enhancement, and other nature-based climate solutions. The GIS viewer will support development of implementation maps and spatial analyses for inclusion in the Study while also providing the County with a long-term resource to help monitor, track, and communicate implementation progress and associated carbon sequestration benefits over time. The viewer may also support future RCAP updates, grant applications, implementation coordination, and broader County climate and resilience initiatives.

Following identification of priority land management activities, Rincon will conduct planning-level carbon sequestration scenario analyses to estimate the potential influence of varying implementation levels on future carbon storage and sequestration capacity.

Rincon will also evaluate qualitative co-benefits associated with recommended strategies, which may include:

- Wildfire resilience

- Habitat and biodiversity enhancement
- Watershed and water quality benefits
- Soil health improvements
- Coastal and ecosystem resilience
- Air quality improvements
- Agricultural productivity and working lands viability
- Community and equity-related benefits

The results of the land management activities analyses will be documented in a Draft and Final Carbon Sequestration Feasibility Study that summarizes implementation strategies, estimated implementation acreage assumptions, co-benefits, feasibility considerations, scenario results, uncertainties, and recommendations for future implementation and funding coordination.

Deliverables

- Draft land management activity framework
- Final land management activity framework

Assumptions

- Scenario analyses will be conducted at a countywide planning scale using available datasets and planning-level assumptions and will not constitute parcel-specific implementation modeling.
- The County will provide one consolidated set of comments on land management activity framework.

Task 3.2 Land Management Activities Engagement

To support development of practical, locally informed, and implementation-ready carbon sequestration strategies, Rincon and LACO Associates will conduct targeted stakeholder and land manager engagement activities focused on land management practices, stewardship priorities, implementation feasibility, and partnership opportunities throughout Humboldt County.

Engagement activities will include stakeholder interviews, land manager coordination, surveys, and a collaborative land management activities workshop designed to gather technical input and build consensus around potential carbon sequestration and nature-based climate solutions. The workshop will convene County departments, Resource Conservation Districts, Tribes, wildfire resilience organizations, land managers, agricultural and timber representatives, conservation organizations, researchers, and other stakeholders identified by the County. The workshop and engagement activities will focus on:

- Existing land management activities and stewardship efforts
- Opportunities to increase carbon sequestration and landscape resilience
- Feasibility considerations and implementation barriers
- Funding opportunities, partnerships, and coordination needs
- Prioritization criteria and implementation opportunities

Rincon will prepare engagement materials, facilitate discussions, document stakeholder input, and integrate findings directly into development of the Carbon Sequestration Feasibility Study and implementation scenario analyses. LACO Associates will support local coordination, stakeholder outreach, meeting logistics, and relationship-building efforts through its longstanding relationships with local organizations, landowners, and resource management partners.

This iterative engagement process is intended to build consensus, strengthen long-term project buy-in, identify implementation constraints early, and ensure recommended strategies are technically feasible,

locally supported, and aligned with ongoing stewardship and land management efforts throughout the County.

Deliverables

- Stakeholder interview and survey materials
- Up to three stakeholder or agency interviews
- One land management activities workshop and supporting materials
- Workshop summary memorandum documenting key findings and recommendations

Assumptions

- Stakeholder engagement activities will focus on targeted technical and implementation coordination rather than broad public outreach.
- The County and LACO Associates will assist in identifying appropriate workshop participants and stakeholders.
- Rincon assumes one land management activities workshop.
- Workshop format (virtual or in-person) will be finalized in coordination with the County.
- The County will be responsible for costs associated with meeting venues, facility rentals, catering, audio/visual equipment, and other in-person meeting logistics, if applicable.
- The County will provide one consolidated set of comments on workshop summaries and engagement-related deliverables.

Task 3.3 Draft Carbon Sequestration Feasibility Study Report

Building on the carbon inventory and baseline analyses completed in Task 2, the land management activities and implementation framework developed in Task 3.1, and the stakeholder and land management coordination completed in Task 3.2, Rincon will prepare a Draft Carbon Sequestration Feasibility Study evaluating science-based carbon sequestration practices, nature-based climate solutions, and land management strategies that could help Humboldt County maintain and enhance long-term carbon sequestration capacity.

The carbon feasibility study report will focus on practical, implementation-oriented strategies that align with Humboldt County's landscape conditions, working lands, wildfire resilience needs, conservation priorities, and community values. Rincon will evaluate carbon sequestration and land management practices identified through State guidance documents, scientific literature, prior natural and working lands studies, the implementation strategy development process completed in Task 3.1, and stakeholder input gathered throughout the project.

Potential strategies anticipated to be evaluated may include:

- Forest management and reforestation;
- Prescribed fire and fuels reduction;
- Wetland and riparian restoration;
- Grassland and rangeland management;
- Agricultural stewardship practices;
- Urban forestry and habitat enhancement;
- Coastal resilience strategies; and
- Other regionally appropriate nature-based climate solutions.

Rincon will develop a carbon sequestration and nature-based solutions matrix summarizing potential strategies, implementation considerations, sequestration benefits, co-benefits, feasibility factors, implementation readiness, funding opportunities, and known uncertainties. The matrix will evaluate considerations such as wildfire resilience benefits, habitat enhancement, watershed and coastal resilience, operational feasibility, compatibility with working landscapes and local industries, and opportunities for partnership development and future implementation funding.

Using the finalized land management activities, implementation assumptions, and prioritization criteria developed through Task 3.1 and refined through Task 3.2, Rincon will conduct planning-level carbon sequestration scenario analyses to estimate the potential influence of varying implementation levels on future carbon storage and sequestration capacity.

Rincon will also prepare a qualitative assessment of co-benefits associated with recommended strategies, which may include:

- Wildfire resilience;
- Habitat and biodiversity enhancement;
- Watershed and water quality benefits;
- Soil health improvements;
- Coastal and ecosystem resilience;
- Air quality improvements;
- Agricultural productivity and working lands viability; and
- Community and equity-related benefits.

The draft carbon sequestration feasibility study report of the Humboldt Natural and Working Lands Carbon Stock and Management Study will summarize recommended strategies, implementation opportunities, estimated implementation acreage assumptions, scenario analysis results, co-benefits, uncertainties, and considerations for future implementation, monitoring, funding, and partnership development.

Deliverables

- Draft Carbon Sequestration Feasibility Study of the Humboldt Natural and Working Lands Carbon Stock and Management Study

Assumptions

- Feasibility analyses and scenario modeling will be conducted at a countywide planning scale and will not constitute parcel-specific implementation plans or engineering analyses.
- The County will provide one consolidated set of comments on the draft feasibility study report and associated technical deliverables.
- Final of the draft feasibility study report will be included as part of the Humboldt Natural and Working Lands Carbon Stock and Management Study.

Task 3.4 Draft and Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report for Public Review

Rincon will prepare the Draft and Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report integrating the technical analyses, stakeholder engagement findings, land management activity development, implementation scenario analyses, and carbon sequestration feasibility evaluations completed throughout Tasks 1 through 3.3.

The report will serve as both a technical resource and an implementation-focused planning document intended to support future RCAP updates, greenhouse gas inventory updates, CEQA analyses, conservation planning, climate resilience initiatives, grant applications, land stewardship efforts, and long-term implementation tracking. The Study will establish Humboldt County's baseline natural and working lands carbon stock conditions, evaluate carbon stock changes over time, assess long-term carbon sequestration potential and carbon stability considerations, and identify practical land management and nature-based climate strategies that align with Humboldt County's working landscapes, local industries, and community priorities.

The report will summarize:

- Existing carbon stocks and sequestration rates across Humboldt County's natural and working lands;
- Carbon stock changes over time and landscape transition trends;
- Land cover classifications, carbon accounting methodologies, assumptions, and QA/QC procedures;
- Carbon sequestration feasibility findings and implementation scenario analyses;
- Recommended land management activities and nature-based climate solutions;
- Estimated implementation acreage assumptions and implementation readiness considerations;
- Wildfire resilience, habitat, watershed, agricultural, and other qualitative co-benefits;
- Funding, partnership, and implementation opportunities; and
- Recommendations for future inventory updates, implementation tracking, and long-term stewardship coordination.

Rincon will prepare maps, charts, graphics, tables, infographics, dashboards, and GIS-based visualizations to communicate technical findings in a clear, visually accessible, and implementation-oriented format for County staff, partner agencies, stakeholders, decision-makers, and the public. The report will also document key methodological assumptions, uncertainties, data limitations, and technical workflows to support transparency, repeatability, and defensibility of the Study and provide substantial evidence for future CEQA-related planning and policy efforts.

Draft land cover maps, carbon stock maps, feasibility analyses, implementation scenario outputs, and summary tables developed throughout Tasks 2 and 3 will be incorporated into the Draft Report for County review. Following County review and incorporation of initial comments, Rincon will prepare a Public Review Draft version of the Study for public circulation and stakeholder review. Rincon will coordinate with the County to support the public review process, including preparation of review materials and compilation of comments received during the public review period.

Following completion of the public review period, Rincon will review and evaluate public and stakeholder comments and prepare revisions to the Study, as appropriate. Rincon will work with the County to develop responses to comments and incorporate agreed-upon revisions into the Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report for Board of Supervisors consideration and final public distribution.

The final deliverable package will include supporting GIS layers, metadata, technical appendices, calculation files, implementation matrices, assumptions logs, and update guidance intended to support future County use, long-term monitoring, implementation tracking, and future updates to the Study.

Deliverables

- Draft Humboldt Natural and Working Lands Carbon Stock and Management Study Report
- Public Review Humboldt Natural and Working Lands Carbon Stock and Management Study Report
- Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report

Assumptions

- The County will provide one consolidated set of comments on the Draft Report prior to release of the Public Review Draft.
- Rincon assumes one public review period and one round of revisions following receipt of public and stakeholder comments.
- The report will be designed to meet accessibility requirements and public distribution needs, consistent with applicable ADA accessibility standards.
- Public review coordination and response to comments will be conducted in collaboration with County staff.
- Additional design iterations, expanded outreach materials, substantial report restructuring, or additional review cycles beyond those assumed may require schedule or budget adjustments.

Task 3.5 Board of Supervisors Meeting Support

Rincon will support County staff during presentation of the Humboldt Natural and Working Lands Carbon Stock and Management Study to the Board of Supervisors. Support activities will include preparation of a draft staff report, development of presentation materials, coordination with County staff regarding key messages and presentation structure, and participation in the Board meeting to present technical findings and respond to questions.

Rincon will prepare a draft staff report summarizing the purpose of the Study, key findings, recommended actions, implementation considerations, stakeholder engagement outcomes, and requested Board actions, as directed by County staff. Rincon will coordinate closely with County staff to ensure the staff report aligns with County formatting requirements, decision-making processes, and agenda timelines. Rincon will also prepare concise and visually accessible presentation materials summarizing the Study's major findings, carbon inventory results, sequestration opportunities, implementation strategies, co-benefits, and recommendations. Presentation content will be tailored to communicate complex technical information in a clear and actionable format appropriate for decision-makers and public audiences.

Rincon and LACO Associates will coordinate with County staff in advance of the meeting to review presentation materials, discuss anticipated questions or areas of interest, and refine messaging related to implementation opportunities, stakeholder coordination outcomes, and future planning considerations.

Deliverables

- Draft Board of Supervisors staff report
- Board of Supervisors presentation materials
- Coordination meeting(s) with County staff prior to Board presentation
- Attendance and presentation support at one Board of Supervisors meeting

Assumptions

- Rincon assumes attendance at one Board of Supervisors meeting.
- The Board meeting will be held in person or virtually based on County preference.
- County staff will provide direction regarding staff report formatting requirements, presentation format, agenda timing, and key messaging priorities.
- The County will provide one consolidated set of comments on the draft staff report and presentation materials.
- Additional hearings, workshops, or substantial revisions to presentation materials or staff reports beyond the assumed scope may require schedule or budget adjustments.

6 Cost Proposal

Rincon will prepare the NWL CSM Study in accordance with the scope of work described herein for the fee identified below. A detailed breakdown of costs by task, labor category, subcontractor support, and direct expenses is provided in the accompanying budget tables, along with Rincon's hourly billing rates.

Through our experience leading countywide natural and working lands carbon inventories and sequestration studies across California, Rincon has made significant investments in developing specialized NWL workflows, GIS tools, scripted analytical processes, QA/QC procedures, and standardized deliverable templates that streamline project execution while maintaining technical rigor and defensibility. These established processes reduce the level of effort and number of hours required to successfully complete complex countywide analyses, allowing Rincon to provide high-quality, efficient, and cost-effective services while still meeting the project's technical objectives, schedule, and long-term implementation goals.

Rincon and LACO Associates are committed to working collaboratively with Humboldt County throughout the project and are available to refine scope elements, coordination strategies, and deliverable priorities as needed to best align with County objectives, stakeholder needs, and available funding resources.

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 1 Project Planning Framework		365	\$102,848	\$14,610	\$117,458
Task 1.1 Kickoff Meeting and Project Work Plan		46	\$13,768	\$3,145	\$16,913
Senior Principal	\$342	2	\$684		
Director	\$329	16	\$5,264		
Senior Supervisor Planner II	\$313	12	\$3,756		
Supervisor Planner I	\$292	2	\$584		
Senior Data Analyst I	\$255	2	\$510		
Senior Planner I	\$255	10	\$2,550		
Data Analyst III	\$210	2	\$420		
Travel (Airfare, Ground Transportation, Lodging)				\$1,500	
Community Engagement				\$1,645	
Task 1.2 Stakeholder and Land Manager Engagement Strategy		19	\$5,227	\$3,240	\$8,467
Senior Principal	\$342	1	\$342		
Director	\$329	3	\$987		
Senior Supervisor Planner II	\$313	4	\$1,252		
Supervisor Planner I	\$292	1	\$292		
Senior Planner I	\$255	8	\$2,040		
Technical Editor	\$157	2	\$314		
Community Engagement				\$3,240	
Task 1.3 Literature, Data, Policy, and Regulatory Review		40	\$8,953	\$0	\$8,953
Senior Principal	\$342	1	\$342		
Director	\$329	1	\$329		
Senior Supervisor Planner II	\$313	4	\$1,252		

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Supervisor Planner I	\$292	2	\$584		
Senior Planner I	\$255	8	\$2,040		
Planner II	\$186	22	\$4,092		
Technical Editor	\$157	2	\$314		
Task 1.4 Project Management and Coordination		260	\$74,900	\$8,225	\$83,125
Senior Principal	\$342	20	\$6,840		
Director	\$329	40	\$13,160		
Senior Supervisor Planner II	\$313	70	\$21,910		
Supervisor Planner I	\$292	20	\$5,840		
Senior Data Analyst I	\$255	20	\$5,100		
Senior Planner I	\$255	70	\$17,850		
Data Analyst III	\$210	20	\$4,200		
Community Engagement				\$8,225	
Task 2 Humboldt Countywide NWL Carbon Stock Inventory and Summary Report		229	\$59,221	\$5,720	\$64,941
Task 2.1 Carbon Inventory Methodology Confirmation		43	\$9,663	\$0	\$9,663
Director	\$329	1	\$329		
Senior Supervisor Planner II	\$313	4	\$1,252		
Supervisor Planner I	\$292	4	\$1,168		
Senior Planner I	\$255	8	\$2,040		
Data Analyst III	\$210	4	\$840		
Planner II	\$186	20	\$3,720		
Technical Editor	\$157	2	\$314		
Task 2.2 Landcover Quality Assurance and Quality Control Engagement		86	\$23,068	\$5,720	\$28,788
Director	\$329	10	\$3,290		
Senior Supervisor Planner II	\$313	16	\$5,008		
Supervisor Planner I	\$292	10	\$2,920		
Senior Data Analyst I	\$255	10	\$2,550		
Senior Planner I	\$255	20	\$5,100		
Data Analyst III	\$210	20	\$4,200		
Community Engagement				\$5,720	
Task 2.3 Carbon Sequestration of Land/Carbon Types Calculations		34	\$9,124	\$0	\$9,124
Director	\$329	2	\$658		
Senior Supervisor Planner II	\$313	4	\$1,252		
Supervisor Planner I	\$292	2	\$584		
Senior Data Analyst I	\$255	20	\$5,100		
Senior Planner I	\$255	6	\$1,530		
Task 2.4 Draft and Final Carbon Stock Inventory Summary		44	\$11,974	\$0	\$11,974

County of Humboldt – Planning and Building Department
Humboldt Natural and Working Lands Carbon Stock and Management Study

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Senior Principal	\$342	2	\$684		
Director	\$329	2	\$658		
Senior Supervisor Planner II	\$313	8	\$2,504		
Supervisor Planner I	\$292	4	\$1,168		
Senior Data Analyst I	\$255	4	\$1,020		
Senior Planner I	\$255	20	\$5,100		
Data Analyst III	\$210	4	\$840		
Task 2.5 Data Transfer, Documentation, and Future Update Protocol		22	\$5,392	\$0	\$5,392
Senior Supervisor Planner II	\$313	4	\$1,252		
Senior Planner I	\$255	8	\$2,040		
Data Analyst III	\$210	10	\$2,100		
Task 3 Carbon Feasibility and Final NWL Study Report		712	\$169,212	\$11,270	\$180,482
Task 3.1 Land Management Activities Development		192	\$48,400	\$4,480	\$52,880
Senior Principal	\$342	4	\$1,368		
Director	\$329	8	\$2,632		
Senior Supervisor Planner II	\$313	40	\$12,520		
Supervisor Planner I	\$292	20	\$5,840		
Senior Planner I	\$255	40	\$10,200		
Data Analyst III	\$210	40	\$8,400		
Planner II	\$186	40	\$7,440		
Community Engagement				\$4,480	
Task 3.2 Land Management Activities Engagement		96	\$26,078	\$5,290	\$31,368
Director	\$329	8	\$2,632		
Senior Supervisor Planner II	\$313	20	\$6,260		
Supervisor Planner I	\$292	8	\$2,336		
Senior Data Analyst I	\$255	10	\$2,550		
Senior Planner I	\$255	40	\$10,200		
Data Analyst III	\$210	10	\$2,100		
Community Engagement				\$5,290	
Task 3.3 Draft Carbon Sequestration Feasibility Study Report		84	\$19,466	\$0	\$19,466
Senior Principal	\$342	2	\$684		
Director	\$329	4	\$1,316		
Senior Supervisor Planner II	\$313	10	\$3,130		
Supervisor Planner I	\$292	4	\$1,168		
Senior Planner I	\$255	20	\$5,100		
Planner II	\$186	40	\$7,440		
Technical Editor	\$157	4	\$628		

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 3.4 Draft and Final NWL Study Report for Public Review		304	\$64,504	\$0	\$64,504
Senior Principal	\$342	8	\$2,736		
Director	\$329	8	\$2,632		
Senior Supervisor Planner II	\$313	40	\$12,520		
Supervisor Planner I	\$292	20	\$5,840		
Senior Planner I	\$255	40	\$10,200		
Data Analyst III	\$210	20	\$4,200		
Planner II	\$186	80	\$14,880		
Technical Editor	\$157	8	\$1,256		
Publishing Specialist	\$128	80	\$10,240		
Task 3.5 Board of Supervisors Meeting Support		36	\$10,764	\$1,500	\$12,264
Director	\$329	12	\$3,948		
Senior Supervisor Planner II	\$313	12	\$3,756		
Senior Planner I	\$255	12	\$3,060		
Travel (Airfare, Ground Transportation, Lodging)				\$1,500	
Project Total		1,306	\$331,281	\$31,600	\$362,881

Direct Expenses Summary	Amount
Travel (Airfare, Ground Transportation, Lodging)	\$3,000
Community Engagement	\$28,600
Direct Expenses Subtotal	\$31,600

7 Rates

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2026 – December 31, 2026
Senior Principal	\$342
Principal	\$329
Director	\$329
Senior Supervisor II	\$313
Supervisor I	\$292
Senior Professional II	\$273
Senior Professional I	\$255
Professional IV	\$226
Professional III	\$210
Professional II	\$186
Professional I	\$166
Associate III	\$140
Associate II	\$125
Associate I	\$117
Field Technician	\$100
Technical Editor	\$157
Project Accountant	\$134
Billing Specialist	\$115
Publishing Specialist	\$128
Clerical	\$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates (per day)
Equipment Package (covers field equipment)	\$150
UAS Drone	\$300
Boat (20-foot Boston Whaler or Similar)	\$800
Light-Duty and Passenger Vehicles*	\$90
4WD and Off-Road Vehicles*	\$150

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Budget Reallocation. Rincon reserves the right to reallocate the budget between tasks and staff classifications, while remaining within the approved contract amount.

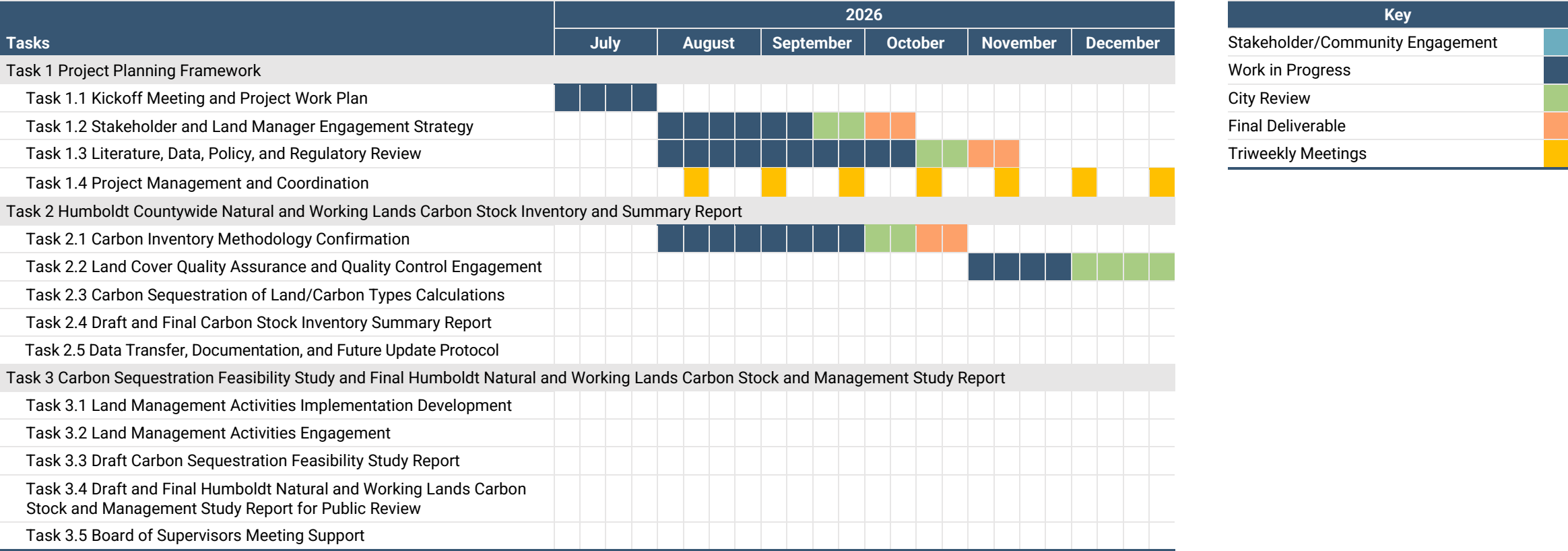
Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

8 Timeline

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. The proposed scope and budget assume completion of the NWL CSM Study within the schedule outlined below; substantial schedule extensions or delays beyond the assumed project duration may require adjustments to the project management scope and associated cost.

As depicted on the following chart, Rincon proposes to adhere to a schedule consistent with the RFP that allows the NWL CSM Study to be completed within approximately 32 months from the kickoff meeting, while also positioning the team to complete work earlier where feasible.



Tasks	2027											
	January	February	March	April	May	June	July	August	September	October	November	December
Task 1 Project Planning Framework												
Task 1.1 Kickoff Meeting and Project Work Plan												
Task 1.2 Stakeholder and Land Manager Engagement Strategy												
Task 1.3 Literature, Data, Policy, and Regulatory Review												
Task 1.4 Project Management and Coordination												
Task 2 Humboldt Countywide Natural and Working Lands Carbon Stock Inventory and Summary Report												
Task 2.1 Carbon Inventory Methodology Confirmation												
Task 2.2 Land Cover Quality Assurance and Quality Control Engagement												
Task 2.3 Carbon Sequestration of Land/Carbon Types Calculations												
Task 2.4 Draft and Final Carbon Stock Inventory Summary Report												
Task 2.5 Data Transfer, Documentation, and Future Update Protocol												
Task 3 Carbon Sequestration Feasibility Study and Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report												
Task 3.1 Land Management Activities Implementation Development												
Task 3.2 Land Management Activities Engagement												
Task 3.3 Draft Carbon Sequestration Feasibility Section												
Task 3.4 Draft and Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report for Public Review												
Task 3.5 Board of Supervisors Meeting Support												

Tasks	2028												2029
	January	February	March	April	May	June	July	August	September	October	November	December	January
Task 1 Project Planning Framework													
Task 1.1 Kickoff Meeting and Project Work Plan													
Task 1.2 Stakeholder and Land Manager Engagement Strategy													
Task 1.3 Literature, Data, Policy, and Regulatory Review													
Task 1.4 Project Management and Coordination													
Task 2 Humboldt Countywide Natural and Working Lands Carbon Stock Inventory and Summary Report													
Task 2.1 Carbon Inventory Methodology Confirmation													
Task 2.2 Land Cover Quality Assurance and Quality Control Engagement													
Task 2.3 Carbon Sequestration of Land/Carbon Types Calculations													
Task 2.4 Draft and Final Carbon Stock Inventory Summary Report													
Task 2.5 Data Transfer, Documentation, and Future Update Protocol													
Task 3 Carbon Sequestration Feasibility Study and Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report													
Task 3.1 Land Management Activities Implementation Development													
Task 3.2 Land Management Activities Engagement													
Task 3.3 Draft Carbon Sequestration Feasibility Study Report													
Task 3.4 Draft and Final Humboldt Natural and Working Lands Carbon Stock and Management Study Report for Public Review													
Task 3.5 Board of Supervisors Meeting Support													

SAMPLE INVOICE FORM
Rincon Consultants
For Fiscal Years 2026-2027 through 2028-2029

(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
Total Invoiced Amount				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2027

1/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Insurance Co INSURER B: Hartford Fire Insurance Company INSURER C: Palomar Excess and Surplus Insurance Co. INSURER D: Starstone National Insurance Company INSURER E: --- SEE ATTACHMENT --- INSURER F:	FAX (A/C, No): NAIC # 10172 19682 16754 25496
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COVERAGES **CERTIFICATE NUMBER:** 16100119 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$50,000 ☒ P&I GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	N	N	G48968181 002	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	72UENOL5481	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
A C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	G48968193 002 CEEXP-26-0000752-00	2/1/2026 2/1/2026	2/1/2027 2/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	T10260329 (AOS) T10261427 (FL)	2/1/2026 2/1/2026	2/1/2027 2/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liab E&O Liab.	N	N	G48968181 002	2/1/2026	2/1/2027	\$4M/\$4M \$4M Ea. occ./\$4M Agg. Retro Date: 12/9/1994
E	Cyber			See Attachment			See Attachment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

16100119
Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Type of Insurance	Policy Number	Insurer	Policy Term	Limits
Cyber Liability	H25NGP224923-02	Houston Casualty Company	8/1/2025 - 2/1/2027	Limit: \$5,000,000 Deductible: \$25,000
Excess Cyber	CXS-107946155-01	Travelers Excess and Surplus Lines Company	8/1/2025 - 2/1/2027	Limit: \$5M x \$5M



Evidence of Coverage

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to *paperless delivery* of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **16100119**.

- Email: mountainwestdelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
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