

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES TO UPDATE THE MULTI-JURISDICTION LOCAL HAZARD MITIGATION PLAN

RFP #SHF-2024-01



Humboldt County Sheriff's Office of Emergency Services

The Humboldt County Sheriff's Office of Emergency Services will receive Proposals for Professional Services to update the Multi-Jurisdictional Local Hazard Mitigation Plan.

Release Date

August 30, 2024

Deadline for Submissions of Questions/Requests for Clarification

Submit all questions and requests for clarification in writing to oes@co.humboldt.ca.us no later than 4 p.m. (PST) on September 16, 2024.

All responses to such requests for clarification or correction and written questions will be posted on the County's website at www.humboldt.gov.org/Bids on or before September 20, 2024.

Deadline for Proposal Submission

September 30, 2024 at 4 p.m. (PST)

Provide one hard copy on a USB drive and one electronic version (PDF that is indexed and searchable) of the proposal.

Mail to:

Humboldt County Sheriff's Office of Emergency Services
Attn: Local Multi-Jurisdiction Hazard Mitigation Plan
826 4th Street
Eureka, CA 95501

Funded through a subaward of Hazard Mitigation Grant Program (ALN 97.039) funding and Prepare CA Match funding



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DEFINITIONS

A. Terms

- **Addenda:** refers to an amendment or modification to this Request for Proposal.
- **County:** refers to the County of Humboldt, a political subdivision of the State of California, acting through Humboldt County Sheriff's Office of Emergency Services Department.
- **Initial Plan:** refers to Humboldt County's current Multi-Jurisdictional Local Hazard Mitigation Plan that the Successful Proposer will be working on updating.
- **Planning Partner:** refers to the Successful proposer, County of Humboldt staff and participating jurisdictions that will be working on updating the plan.
- **Professional Services Agreement:** refers to the contract awarded to the Successful Proposer regarding the professional services to update the Multi-Jurisdictional Local Hazard Mitigation Plan.
- **Proposal:** refers to the document or documents submitted by a proposer in response to this Request for Proposals.
- **Proposer:** refers to any individual, agency, firm, company or organization submitting a Proposal in response to this Request for Proposals.
- **Successful Proposer:** refers to the individual, agency, firm, company or organization that the County selects to enter into a final Professional Services Agreement with after the evaluation and selection process set forth in this Request for Proposals has been completed.

B. Abbreviations

- **Cal OES:** California Office of Emergency Services
- **FEMA:** Federal Emergency Management Agency
- **LHMP:** Multi-Jurisdictional Local Hazard Mitigation Plan
- **HumCo OES:** Humboldt County Sheriff's Office of Emergency Services
- **RFP:** Request for Proposals



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INTRODUCTION AND PURPOSE

The Humboldt County Sheriff's Office of Emergency Services (Hum OES) requests proposals to retain an experienced and qualified Proposer to assist with the update of the Humboldt Operational Area's Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP), which was last updated and approved in 2020 and is set to expire March 9, 2025. The final product will be a Multi-Jurisdictional Local Hazard Mitigation Plan approved by the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (Cal OES).

The County of Humboldt along with 25 participating jurisdictions within the Operational Area will update our LHMP with the final deliverable being a FEMA and Cal OES approved plan. The County of Humboldt will be the lead agency driving the LHMP update. The LHMP will focus on natural hazards affecting the planning area. In compliance with AB 2140, the LHMP will be adopted into the Safety Element of participating jurisdictions' General Plans. In compliance with SB 379 and SB 1000, the hazard identification, risk assessment and mitigation strategy sections of the plan will consider the current and future effects of climate change. The successful Proposer will author the updated LHMP with input from participating jurisdictions. All vendors involved in the project will be procured in line with [2 CFR Part 200](#) and State and Local regulations. The final updated LHMP document will be in compliance with FEMA's mitigation planning requirements as set forth in 44 CFR Part 201, the Local Mitigation Planning Policy Guide (2023) and the Local Mitigation Planning Handbook.

The work is funded by the Hazard Mitigation Grant Program of FEMA and Prepare California Match program from Cal OES.

The current plan can be found at humboldt.gov/3011/County-Emergency-Plans.

The bid materials are posted at humboldt.gov/Bids.



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PROJECT DESCRIPTION AND SCOPE OF WORK

The scope of work that may be performed by a consultant, in conjunction with the County of Humboldt along with the twenty-five (25) participating jurisdictions will be as follows:

A. Facilitate Special District Participation/Adoption of the LHMP

- Coordinate/communicate with Participating Jurisdictions: Establish and maintain communications with participating jurisdictions to ensure timelines and expectations are communicated and adhered to during the planning process. The special districts to include are:
 - Arcata Fire District
 - Big Lagoon Community Services District
 - City of Arcata
 - City of Blue Lake
 - City of Eureka
 - City of Ferndale
 - City of Fortuna
 - City of Rio Dell
 - City of Trinidad
 - Fieldbrook Glendale Community Services District
 - Fortuna Fire Protection District
 - Humboldt Bay Fire
 - Humboldt Bay Harbor, Recreation and Conservation District
 - Humboldt Bay Municipal Water District
 - Humboldt Community Services District
 - Manila Community Services District
 - McKinleyville Community Services District
 - Peninsula CSD, Samoa Peninsula Fire District
 - Redway Community Services District
 - Rio Dell Fire Protection District
 - Shelter Cove Resort Improvement District No. 1
 - Southern Humboldt Community Healthcare District
 - Westhaven Community Services District
 - Willow Creek Community Services District
 - Willow Creek Volunteer Fire Department
- Adoption/Annexation of Special Districts into the LHMP: Facilitate plan adoption/annexation of LHMP by local special districts.

B. Hazard Identification

- Community Profiles: Update community profiles in the LHMP. This task will include descriptions of the different communities in the county. These profiles provide an overview of the geographic setting, a description of the land uses and planning characteristics, demographic information and development trends and activities. The profiles will rely on existing information and mapping in the initial plan, as well as new information compiled as part of data gathering for the project.
- Hazard Profiles Development: Assist the planning partnership in identifying the characteristics and potential consequences of the natural hazards that may impact or have historically affected the planning area. A combination of existing hazard maps and new maps utilizing GIS will be used for mapping the area and identifying and measuring hazards. Hazards will be evaluated in a manner that considers variation across the participating jurisdictions, recognizing that Humboldt County's vast geography contains a multitude of natural hazard types. The initial plan will be the principal tool used to identify the hazards of concern as well as the State Hazard Mitigation Plan. Each participating planning partner will receive data specific to their jurisdiction upon which the respective local-jurisdiction annexes will be created. This will be accomplished through the use of established templates designed to walk each



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partner through the required steps of risk assessment. Public and partner outreach and feedback will be utilized during this phase of the planning process to inform and engage the community on hazard identification.

- **Vulnerability Analysis:** For each identified hazard, a vulnerability analysis will be conducted that will:
 - Include updates to the inventory of the number and type of structures at risk.
 - Assess the impact on life, safety, and health.
 - Evaluate the need and procedures for warning and evacuation.
 - Identify critical facilities (hospitals, for example) and the impact of the hazard on those facilities.
 - Review the development/redevelopment trends projected for the future in each identified hazard area.
 - Assess potential impacts of climate change for each hazard type (SB 379/SB 1000).

C. Risk Assessment

- **Natural Hazards Assessment:** Identify which natural hazards pose the greatest threat to the community by looking at the hazard frequency of occurrence, the severity of the occurrence and the likelihood that an event will occur. Planning team members will identify the characteristics and potential consequences of the identified natural hazards that may impact or have historically affected the planning area. A thorough assessment of each hazard, as well as the vulnerability of the planning area for each hazard identified, will be accomplished using tools such as partner interviews, GIS/HAZUS-MH modeling, benefit-cost analysis and research of historical occurrences.
- **HAZUS Analysis:** Level 2 HAZUS analysis will be conducted for dam failure, earthquake, flood and tsunami hazards. The Successful Proposer will work with the planning partners to ensure maps delineate each hazard and will update, as necessary, the description of each hazard and describe relevant past events. Current risk maps will be evaluated for necessary revisions, updated as needed and integrated into the plan update.
- **Vulnerability Assessment:** The full range of natural hazards that could affect the planning area will be considered and then a list of hazards that present the greatest concern will be formulated. Incorporate a review of state and local hazard planning documents as well as information on the frequency of, magnitude of and costs associated with hazards that have struck the planning area or could do so. Anecdotal information regarding natural hazards and the perceived vulnerability of the planning area's assets to them will also be used. Previous planning efforts hazards of concern will be analyzed, confirmed or changed based on the planning team's assessment. Previous identified hazards of concern (presented in alphabetical order):
 - Climate change
 - Dam failure
 - Drought
 - Earthquake
 - Flooding
 - Landslide
 - Severe weather
 - Tsunami
 - Wildfire

D. Mitigation Strategy

- Mitigation Goals and Objectives: Work to determine if the original goals and objectives identified under the initial planning effort remain viable in light of new information gathered through the risk assessment and initial public involvement phases of the project. Review latest mitigation policy and strategies including loss reduction strategies [as identified in FEMA 44 CFE 201.6 (C)(3)], including those of federal and state agencies, County, local special districts and fire safe councils.
- Mitigation Strategies and Actions Development: Once goals and objectives have been refined, the range of mitigation alternatives and actions on a hazard-by-hazard basis will be updated. Preference will be given to those mitigation actions that provide multi-objective risk reduction. Planning partners will establish priorities to make clear which types of strategies and activities are true mitigation measures and which should be closed out or removed from the list. Mitigation actions will be improved upon, sustained or removed from the updated plan based on level of completion, relevancy and alignment with updated objectives and priorities. Information obtained during the update of the risk assessment and during the public involvement strategy will be used to refine the county's existing mitigation strategies previously adopted in the initial plan. Where applicable, the final updated multi-jurisdictional hazard mitigation plan will be integrated with appropriate local plans and capital improvement projects.
- Mitigation Action Matrix: Confirm the guiding principle, goals, objectives and actions for the plan, utilizing the initial plan as the baseline and ensuring they will all support each other. Goals will be selected to support the guiding principle; objectives will be selected to meet multiple goals and actions will be prioritized based on their ability to meet multiple objectives. Include significant outreach to the agencies/entities responsible for implementation to assure resource commitment and timeline accuracy.

E. Plan Preparation

- Lead the Participating Partners: The Successful Proposer will be the lead author and will assist in assembling the updated plan, including all those eligible partners who met their "participation" requirements to become part of the updated LHMP.
- 2-Volume Format Plan: The plan will be assembled in a 2-volume format where Volume 1 will include all planning components that apply to the entire planning area (summary of planning actions, outreach strategy, risk assessment, goals/objectives, plan maintenance strategy and hazard mitigation catalog). Volume 2 will include all plan components that are jurisdiction specific (jurisdiction profile, capability assessment, and hazard risk ranking and action plan). A review of the current plan will assist with mitigation action prioritization, hazard identification and the status of previous mitigation actions.
- Assisting Planning Partners and Workshops: Each planning partner will have a jurisdictional annex/chapter in Volume 2. Templates will be provided to each participating planning partner to guide their completion of the jurisdictional annex. It is the responsibility of each planning partner to complete their jurisdictional annex template. Two (2) workshops will be held, one for municipal partners and one for special districts, to walk each partner through completion of the template. The draft updated plan will be authored and assembled by the Selected Proposer.



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Coordinating with the Steering Committee, the Selected Proposer will format the plan layout to meet the objectives established for the update process.

- **Key Elements:** The key elements to deliver in the plan preparation and drafting phases include:
 - Brief introduction, including context for and description of the need for the mitigation plan.
 - Description of the OA's mission, goals, programs, policies and an analysis of its capabilities to carry them out.
 - Brief description of the history, physical setting, land-use patterns and development trends of the planning area.
 - A profile chapter on Climate Change and the possible impacts of climate change on the identified hazards of concern.
 - List and assessment of the hazards and risks to which each of the planning partners is vulnerable.
 - Summary of current federal, state, and local programs and policies that address the identified risks.
 - Strategy for evaluating, adopting and implementing the mitigation plan.
 - Other descriptions documentation and mitigation plan elements as required, meeting state, and FEMA approval. The anticipated duration for state and federal review and local adoption is six (6) months.

F. Plan Drafting

- **Draft LHMP:** Compile information in previous tasks, draft LHMP and publish for public review.
- **Review Draft LHMP & Receive Input:** Conduct outreach to agencies, communities and other applicable partners. Consider and incorporate input.
- **Draft Final LHMP:** Draft final LHMP, obtain Cal OES and FEMA approval and publish.

G. Public Engagement/Meetings/Public Hearings

- **Documentation:** Be responsible for documenting each step of the planning process, which includes but is not limited to what meetings were held, who attended, what was discussed and what outcomes were decided upon.
- **Develop a Public Engagement Plan and Create Web Content/Outreach Materials:** To support the LHMP update process, web content will be developed that can be used on a dedicated County webpage for this update. Also, develop outreach materials for public and partner engagement.
- **Planning Meetings:** We will have at least six (6) Planning Team meetings and at least four (4) meetings that include partners. The updated plan will clearly show the list of representatives of everyone who participated in the planning process and how they were involved, such as meetings they attended, including those who may want to annex into the plan at a later date. We will provide an opportunity for partners to be involved in the planning process with documentation of how each of the partners were presented the opportunity. This may include updating our website, setting up booths at public events and sending out targeted email outreach/establishing



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educational workshops. Some of the invited partners include local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, neighboring communities, representatives of businesses, academia, and other private organizations, representatives of nonprofit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations. (A1-a)(A1-b)(A2-a).

- Community Engagement: We will seek participation from the public, including underserved communities and vulnerable populations within the planning area, while the updated plan is being drafted and during the public comment period. We will create tailored outreach campaigns to include those communities typically unable to participate in the planning process. The comments received at multiple stages will be reviewed and the plan will document what public feedback was included throughout the planning process. The updated plan will include details of how we plan to continue to seek public participation after the updated plan has been approved and during the implementation, monitoring, and evaluation stages. (A3-1)(D1-a).

H. Plan Adoption

- Submit Final Plan for State Review: Once the final draft of the updated plan is established and the Local Planning Team members have agreed that the content meets 44 CFR Part 201 and has followed all the steps outlined in the Local Mitigation Planning Handbook and the FEMA Local Mitigation Planning Policy, the updated plan will be submitted to Cal OES for review. The planning team will stay engaged and ready to make revisions throughout the review process as needed. The anticipated duration for state review, federal review and approval and local adoption is six months. We will engage with participating jurisdictions if any revisions are needed for their annexes. We will repeat the same readiness stance while the plan is in FEMA review.
- Adoption of Plan: Once FEMA has determined that our plan is approvable pending adoption, we will schedule a formal meeting with our governing body to adopt the plan by resolution. We will also instruct any participating jurisdictions to do the same. We will submit all resolutions to FEMA as they become available. The final deliverable of project award will be a FEMA approved and adopted Multi-jurisdictional Hazard Mitigation Plan.



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TIMELINE AND DELIVERABLES

A. The anticipated project timeline is as follows:

Kick-off Planning Meeting	December 2024
Hazard Identification	February 2025
Risk Assessment	May 2025
Planning Partner Workshops	July 2025
Mitigation Strategy	August 2025
Plan Draft	October 2025
Submit Final Draft to Cal OES for Review	January 2026
Adoption Presentations	April 2026

- B. We will have at least six (6) planning team meetings and at least four (4) meetings that include partners. With successful proposer attending at least three (3) meetings in person. The cost of travel to the County must be included in your itemized cost proposal.
- C. Meeting agendas should be provided at least three (3) working days prior to each meeting.
- D. Documentation for each step of the planning process including meeting minutes, attendance records, discussion and outcomes to be provided within five (5) working days of each meeting.
- E. Progress reports, at least monthly.
- F. Timely and adequate response to inquiries and comments from the County.
- G. Final plan to be provided digitally in both Word and PDF formats, as well as five (5) bound hardcopies. All other deliverables shall be submitted digitally in either Word or PDF format.

PROPOSAL FORMAT GUIDELINES

Proposals should include, but are not limited to, the following:

- A. Cover Letter: Includes name, title, address, contact information for individuals with the authority to negotiate and contractually bind the company.
- B. Signature Affidavit: Each proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization of the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue all remedies authorized by law. Receipt of the Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.
- C. Project Understanding: Provide a narrative demonstrating an understanding of the project. This should include a critical path to define anticipated chronological thresholds for project objectives.
- D. Scope of Work: Present the scope of work and methodology for preparing the update to the LHMP. Describe the depth and scope of analysis of research proposed. Explain how previous or existing project experience will be utilized in preparation of identified



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projects. Identify areas where additional baseline data will be required to complete the requisite tasks. Include what meetings you plan to attend virtually and in person.

- E. Qualifications: A statement of the consultant's qualifications, including brief biographical profiles of the company and key personnel who will be assigned to work on the project. Any relevant certifications or education should be identified.
- F. Work Samples: Please provide a sample of similar work completed (maybe provided via an online link or digital format). Submitted samples must be completed in the past five (5) years.
- G. Itemized Cost Proposal: A not-to-exceed cost proposal which is itemized by phase, task and completion date. Each item must include designated personnel and estimated hours based on the consultants' proposed work plan. The submittal of costs shall include hourly wages showing two separate line items for overhead and profit. Include additional charges for any subconsultant services, equipment and reimbursable expenses, also showing overhead and profit. The cost of travel to the County must be included in your proposal. Price quotes shall be valid for a minimum of one hundred twenty (120) days from the Proposal submission deadline of September 30, 2024.
- H. Schedule: Present a comprehensive schedule to reflect the period for completing the LHMP update. Specific milestones that are sequentially interdependent should be identified.
- I. Evidence of Insurability and Business Licensure: All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement that is attached to this RFP as Attachment B – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of the final Professional Services Agreement, the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. However, Proposers should not purchase any additional insurance until the final Professional Services Agreement resulting from this RFP has been awarded. In addition, all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of services equivalent to those set forth in this RFP.
- J. Current Workload: Current project backlog and the consultant's capacity to commit to the completion of this project within the estimated timeframe.



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SCORING CRITERIA

Each submittal will be reviewed to determine if it meets the requirements contained under "Proposal Format Guidelines." An evaluation committee will evaluate the submitted RFPs based on the following criteria and values:

Item	Selection Criteria	Value
1	Project understanding along with familiarity with hazards and characteristics present to Humboldt County.	40 pts
2	Key personnel's professional qualifications/experience and recent experience with projects comparable to proposed tasks.	30 pts
3	Ability to effectively communicate with staff from multiple jurisdictions and work with Humboldt County planning team.	10 pts
4	Demonstrated capability to meet schedules and complete projects without major cost escalation or overruns.	10 pts
5	Verification of cost/pricing data and evaluation of individual cost elements.	10 pts
6	Expedited project timeline/completion date; the current LHMP expires on March 9, 2025.	20 pts

The evaluation committee may choose to conduct oral interviews with the "short listed" top firms selected from the initial evaluation or may select a top-ranked consultant based on RFP submittals. Cost negotiation with the top-qualifying proposer(s) will follow the evaluation and then the selected proposer will be expected to enter into a contract with the County to govern the provision of those services, including a fee schedule. The contract will need to be approved by the Humboldt County Board of Supervisors prior to initiation of any services.



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REVIEW AND SELECTION SCHEDULE

The following schedule of events represents the County's best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8 a.m. and 4 p.m., Pacific Standard Time. The County hereby reserved the right at its sole discretion, to adjust this tentative schedule as it deems necessary, including without limitation, extending the deadline for submission of Proposals.

Timeline	Dates
Release of Request for Proposal	August 30, 2024
Deadline for Submission of Questions Email: oes@co.humboldt.ca.us	September 16, 2024
Answers to Questions Posted on Website	September 20, 2024
Deadline for Proposals to Be Received	September 30, 2024
	THE FOLLOWING DATES ARE TENTATIVE AND MAYBE SUBJECT TO CHANGE
RFP Evaluation Process	October 1, 2024
Agenda Item – Recommendation of Award to County Board of Supervisors	October 22, 2024
Contract Finalization	November 12, 2024
New Contract Start Date	November 18, 2024

This contract award is subject to Federal Funding Requirements (2 CFR Part 200.326 and 2 CFR Part 200, Appendix II). Submittals will be evaluated using these criteria. It is the County's intention to evaluate submittals to award the contract, select proposers for interviews if necessary and notify those proposers within three (3) weeks of the deadline for submittals. A Successful Proposer could be notified of selection for contract award within two (2) weeks of the interview date.

Before a formal award is made, the County will confirm that the consultant is not listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended or otherwise excluded or declared ineligible under statutory or regulatory authority other than Executive Order 12549.48.

This RFP does not commit the County to award the contract, to pay any costs incurred in preparation for this request or to procure a contract of services. The County reserves the right to accept or reject none or all submittals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the County to do so.



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REQUESTS FOR CLARIFICATION OR CORRECTION

Proposers shall be responsible for meeting all requirements, specifications and standards set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to oes@co.humboldt.ca.us. Any and all requests for clarification or corrections and any questions pertaining to this RFP process must be received by the County on or before September 16, 2024 at 4 p.m. (PST). All responses to such requests for clarification or correction and written questions will be posted on the County's website at www.humboldt.gov.org/Bids on or before September 20, 2024.

PROPOSAL SUBMITTAL

To be considered, your proposal must be received no later than September 30, 2024 at 4 p.m. (PST). Please provide one hard copy and one electronic version of the proposal. All proposals shall be submitted on letter-sized media, pages numbered numerically. The outside of the submission envelope must be sealed and clearly marked "Proposal for Professional Services to update the Local Multi-Jurisdiction Hazard Mitigation Plan". Mail proposals to:

Humboldt County Sheriff's Office of Emergency Services
Attn: Local Multi-Jurisdiction Hazard Mitigation Plan
826 4th Street
Eureka, CA 95501

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened. Additionally, any proposal received after the deadline of September 30, 2024 at 4 p.m. (PST) will be rejected and returned to the proposer unopened. It is the sole responsibility of the Proposer to ensure that its proposal is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes the County from extending the deadline for submission of proposals or from requesting additional information, at any time during the RFP process.

A Proposer may withdraw its Proposal at any time prior to the deadline for submission of Proposals by submitting written notification of withdrawal signed by an authorized representative of the Proposer. Proposals will become County property after the submission deadline has passed.

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw the initial Proposal as required by this RFP. All handwritten modifications must be made in ink and properly initially by the Proposer's authorized representative. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the designed deadline for submission of Proposals in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to comply with the requirements, specifications and standards set forth in this RFP. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposer from the obligation to comply with any and all requirements set forth in this RFP. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that



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no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in procuring the final Professional Services Agreement resulting from this RFP process, nor that any such person will be employed in the performance of such Professional Services Agreement without immediate divulgence of such fact to the County.

PROTEST PROCEDURES

Any protest challenging the County's selection, or the selection process must be submitted within three working days following the award announcement, which will be sent to all respondents via email. The protest must be in writing via email to oes@co.humboldt.ca.us and must clearly specify the basis for the protest and all supporting documentation. Materials submitted after the protest deadline will not be considered. The protest shall refer to the specific portion of the award upon which the protest is based.

The county will provide a copy of the protest and all supporting documents by or before the protest deadlines, to the protested proposer and any other proposer who has a reasonable prospect of receiving an award depending upon the outcome of the protest. The protested awardee may submit a written response to the protest, provided the response is received by county before the protest deadline. The protest will be reviewed by the County Emergency Services Program Manager and the County Counsel's office and their determination on the protest is final. No public hearing will be held on the protest. The County reserves the right to proceed with award of the agreement and commencement of the services notwithstanding any pending legal challenge.

The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue an award protest, including filing a Government Code Claim or initiation of legal proceedings.

PUBLIC RECORDS AND TRADE SECRETS

All proposals and materials submitted become the property of the county and are subject to disclosure under the Public Records Act (Government Code § 7920.000 et seq.). However, if prior to the award of a contract further negotiations are contemplated, the county must discern whether public disclosure should await the completion of the negotiations. In these circumstances the county must establish that the public interest in nondisclosure clearly outweighs the public's interest in disclosure (Government Code § 7922.000; *Michaelis, Montanari and Johnson v. Superior Court (Los Angeles)* (2006) 38 Cal. 4th 1065).

The RFP and all responses are considered public information with the exception noted above and for trade secrets specifically identified, which will be handled according to state statutes or other laws. Any information that contains trade secrets aka Confidential Information shall be communicated to county by the proposer. Any page of the proposal that is deemed to be a trade secret by the proposer shall be clearly marked "PROPRIETARY OR CONFIDENTIAL INFORMATION" at the top of the page.

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



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Request for Proposals – Local Multi-Jurisdictional Hazard Mitigation Plan

CANCELLATION OF THE RFP PROCESS

The County hereby reserves the right to cancel this RFP process, at any time after the issuance of this RFP, but prior to the award of the final Professional Services Agreement, if the County determines, in its sole discretion, that cancellation is in the County's best interest for any reason, including, without limitation, the Proposals did not independently arrive in open competition were collusive or were not submitted in good faith, or the County determines, after review and evaluation of the Proposals, that the County's needs can be satisfied through an alternative method.

ATTACHMENTS

1. Attachment A – Signature Affidavit
2. Attachment B – Sample Professional Services Agreement
3. Attachment C – 2020 Humboldt County Hazard Mitigation Plan Volume 1
4. Attachment D – 2020 Humboldt County Hazard Mitigation Plan Volume 2

**RFP COVER PAGE
SIGNATURE AFFIDAVIT**

NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

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

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

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

Signature

Title

Name (type or print)

Date

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

REQUEST FOR PROPOSAL NO. SHF-2024-01
Professional Services to Update the Multi-Jurisdictional Local Hazard Mitigation Plan

ATTACHMENT B - SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

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

WHEREAS, COUNTY, by and through its Humboldt County Sheriff’s Office of Emergency Services (OES), desires to retain a qualified professional to provide professional services to update the Multi-Jurisdictional Local Hazard Mitigation Plan; 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 professional services to update the Multi-Jurisdictional Local Hazard Mitigation Plan 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 Humboldt County Sheriff, or a designee thereof, hereinafter referred to as “Sheriff.”

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [] [], 20[], unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$[REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$[REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED] and [REDACTED] Dollars (\$[REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED]. 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 provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise 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. 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 the format set forth in 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 at the following address:

////

COUNTY: Humboldt County Sheriff's Office of Emergency Services
Attention: William Honsal, Sheriff
826 4th Street
Eureka, California 95501

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: Humboldt County Sheriff's Office of Emergency Services
Attention: William Honsal, Sheriff
826 4th Street
Eureka, CA 95501

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

7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR 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. 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 agrees to 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 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 pursuant to the terms and conditions of this Agreement will:

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

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

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

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

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

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are 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 One Million Dollars (\$1,000,000.00) 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. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage

to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the 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 the above-referenced aggregate limits.

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

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

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

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. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts 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.

- 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 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR 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 thereof.

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 both 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 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. 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.

30. 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 Sheriff in accordance with the notice requirements set forth herein.

31. 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.

32. 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.

33. SURVIVAL OF PROVISIONS:

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

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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 be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

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

NAME OF CONTRACTOR:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Rex Bohn, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

LIST OF EXHIBITS:

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

EXHIBIT A
SCOPE OF SERVICES

[Name of Contractor]

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

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

1. SERVICES:

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

2. SCHEDULE:

[List and describe project milestones/timeline for performance]

3. DELIVERABLES:

[List and describe deliverables]

4. ACCEPTANCE CRITERIA:

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

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

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

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

EXHIBIT B
SCHEDULE OF RATES

[Name of Contractor]

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

COUNTY shall compensate CONTRACTOR for any and all services provided pursuant to the terms and conditions of this Agreement based on the following maximum rates of compensation:

A. Personnel Costs	
Title:	
Salary Calculation:	\$0.00
Description of Duties:	
Title:	
Salary Calculation:	\$0.00
Description of Duties:	
Total Personnel Costs:	
\$0.00	
B. Operational Costs	
Item:	
Description:	\$0.00
Item:	
Description:	\$0.00
Total Operational Costs:	
\$0.00	
C. Consumables/Supplies	
Item:	
Description:	\$0.00
Item:	
Description:	\$0.00
Total Consumable/Supplies:	
\$0.00	
D. Transportation/Travel	
Item:	
Description:	\$0.00
Item:	
Description:	\$0.00
Total Transportation/Travel:	
\$0.00	
E. Other Costs	
Item:	
Description:	\$0.00
Total Other Costs:	
\$0.00	
F. Indirect Costs	
Title:	
Description:	\$0.00
Total Other Costs:	
\$0.00	
Total :	
\$0.00	

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

EXHIBIT C
SAMPLE INVOICE FORM

[Name of Contractor]

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

(Place on agency letter head)

INVOICE

Consultant Name
Contract Reference
Consultant Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date	Quantity	Description	Rate	Total
Total Invoiced Amount				