



**REQUEST FOR PROPOSALS:  
(RFP No. 2023-251011)**

**Professional Planning and Technical Support Services for the  
Humboldt Bay Living Shoreline Planning Project**

**Humboldt County, California**

**Date Issued: January 9, 2024**

**Proposals Due: February 12, 2024 (Received by 4 p.m.)**

**Humboldt County Public Works  
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**REQUEST FOR PROPOSALS – RFP NO. 2023-251011**  
**PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES**  
**FOR THE HUMBOLDT BAY LIVING SHORELINE PLANNING PROJECT**

**TABLE OF CONTENTS**

<b>1.0</b>	<b><u>DEFINITIONS:</u></b>	<b>1</b>
1.1	Terms	1
1.2	Abbreviations	1
<b>2.0</b>	<b><u>INTRODUCTION:</u></b>	<b>2</b>
2.1	Statement of Purpose	2
2.2	Project Background	2
2.3	Process Overview	3
<b>3.0</b>	<b><u>PRELIMINARY SCOPE OF SERVICES:</u></b>	<b>4</b>
3.1	Outline of Anticipated Services	4
3.2	Project Development	6
<b>4.0</b>	<b><u>REQUIREMENTS STATEMENT:</u></b>	<b>7</b>
4.1	Eligibility Requirements	7
4.2	Licensure, Certification and Accreditation Requirements	7
<b>5.0</b>	<b><u>SCHEDULE OF EVENTS:</u></b>	<b>7</b>
<b>6.0</b>	<b><u>GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:</u></b>	<b>8</b>
6.1	Proposal Submission	8
6.2	Withdrawal of Submitted Proposals	8
6.3	Proposal Modification	8
6.4	Proposer Investigations	8
6.5	Public Records and Trade Secrets	9
6.6	Conflict of Interest	9
6.7	Expenses Incurred Preparing Proposals	9
6.8	Right to Reject Proposals	9
<b>7.0</b>	<b><u>REQUIRED FORMAT OF PROPOSALS:</u></b>	<b>9</b>
7.1	General Instructions and Information	9
7.2	Introductory Letter	10
7.3	Signature Affidavit	10
7.4	Table of Contents	10
7.5	Business Profile	10
7.6	Quality Assurance Capabilities	12
7.7	References	13
7.8	Evidence of Insurability and Business Licenses	13
7.9	Exceptions, Objections and Requested Changes	13
7.10	Required Attachments	14
<b>8.0</b>	<b><u>MODIFICATION AND CORRECTION OF PROPOSALS:</u></b>	<b>14</b>
8.1	Requests for Clarification or Correction	14
8.2	Addenda	14
<b>9.0</b>	<b><u>EVALUATION CRITERIA AND SELECTION PROCESS:</u></b>	<b>14</b>

<b>10.0</b>	<b><u>CONTRACT DEVELOPMENT:</u></b>	<b>15</b>
10.1	Contract Negotiation Process	15
10.2	Award of Professional Services Agreement	16
10.3	Contractual Requirements	16
<b>11.0</b>	<b><u>CANCELATION OF THE RFP PROCESS:</u></b>	<b>18</b>

**ATTACHMENTS:**

Attachment A – RFP Signature Affidavit

Attachment B – Reference Data Sheet

Attachment C – Sample Professional Services Agreement

Attachment D – Grant Agreement between State Coastal Conservancy and County of Humboldt

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**FOR THE HUMBOLDT BAY LIVING SHORELINE PLANNING PROJECT**

**1.0 DEFINITIONS:**

**1.1 Terms:**

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Environmental Services Division.
- C. **Planning Area.** As used herein, the term “Planning Area” refers to the Humboldt Bay shoreline between the Brainard mill site and Bracut Industrial Park.
- D. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract between the County and the Successful Proposer regarding the provision of the professional consulting services set forth in this Request for Proposals.
- E. **Project.** As used herein, the term “Project” refers to the County’s Humboldt Bay Living Shoreline Planning Project.
- F. **Project Team.** As used herein, the term “Project Team” refers to the members of a Proposer’s staff, and all subcontractors, that will be responsible for providing the professional planning and technical support services set forth in this Request for Proposals.
- G. **Proposal.** As used herein, the term “Proposal” refers to the document or documents submitted by a Proposer in response to this Request for Proposals.
- H. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- I. **Services.** As used herein, the term “Services” refers to specified professional planning and technical support services that are necessary to assist the County with the Project.
- J. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, agency, firm or company that the County chooses to enter into a final Professional Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Proposals have been completed.

**1.2 Abbreviations:**

- A. **CDFW.** As used herein, the abbreviation “CDFW” refers to the California Department of Fish and Wildlife.
- B. **CEQA.** As used herein, the abbreviation “CEQA” refers to the California Environmental Quality Act.

- C. **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations, as may be amended from time to time.
- D. **PST.** As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- E. **RWQCB.** As used herein, the abbreviation “RWQCB” refers to the Regional Water Quality Control Board.
- F. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of professional services that are necessary to assist the County with the Project.
- G. **USACE.** As used herein, the abbreviation “USACE” refers to the United States Army Corps of Engineers.

## 2.0 **INTRODUCTION:**

### 2.1 **Statement of Purpose:**

The County of Humboldt (“County”), by and through its Department of Public Works – Environmental Services Division, is issuing this Request for Proposals (“RFP”) to retain an experienced and qualified consulting firm to provide specified planning and technical support services (“Services”) needed to assist the County with the Humboldt Bay Living Shoreline Planning Project (“Project”). The Successful Proposer must have the ability to provide trained and experienced personnel and staff to perform the Services set forth in this RFP, which include, without limitation, undertaking technical analyses and completing preliminary design for a project to create salt marsh along a segment of the Humboldt Bay shoreline as a sea level rise adaptation measure. It should be noted that this RFP is a non-binding solicitation for such Services and may be canceled by the County at any time.

### 2.2 **Project Background:**

This planning project will develop an advanced feasibility study for salt marsh creation as a sea level rise adaptation measure along the Eureka-Arcata Highway 101 and Humboldt Bay Trail Corridor. The planning area is located along an approximate 1.25-mile section of the eastern shoreline of North Humboldt Bay (also known as Arcata Bay), situated between the Brainard mill site and Bracut Industrial Park. Prior to development, the project area included salt marsh associated with the Fay Slough complex. Construction of levees, railroad, and the state highway in the late 19<sup>th</sup> and early 20<sup>th</sup> century severely impacted the margins of the salt marsh plain and the associated tidal channel network. Currently, the shoreline adjacent to the railroad is primarily intertidal mudflat with only small, remnant salt marsh patches.

The planning area is situated within one of the most important transportation corridors in Humboldt County and represents one of the areas that is most vulnerable to sea level rise and continued coastal erosion and flooding. The shoreline has received significant erosion associated with wind waves and tidal currents because salt marsh is largely absent and does not provide a natural energy-attenuating buffer. Overtopping of the shoreline in December 2005 closed a portion of Highway 101 for several hours and caused severe erosion of the railroad embankment. The Humboldt Bay Trail South project will repair some of the erosion damage and raise the elevation of the rail prism. These efforts will stabilize the shoreline and buy time but residual flooding risk associated with sea level rise is significant. Interest is high in the Humboldt Bay region for using natural shoreline infrastructure (also known as nature-based solutions or living shorelines) as part of a diversified strategy for adapting to sea level rise.

The purpose of this planning project is to undertake technical analyses and complete preliminary design for an innovative, multi-benefit approach of using natural landforms and physical processes to reduce flood risks and enhance a scarce habitat type by creating salt marsh within the project area. The planning project will complete preliminary design (30% engineering design plans) and a CEQA document (assumed to be an Initial Study/Mitigated Negative Declaration) for full project implementation. In addition, the planning project will complete intermediate design (65% engineering design plans) and permit applications for implementing Phase I of the full project.

The study builds on an initial feasibility study<sup>1</sup> and will analyze conceptual designs for both active and passive salt marsh creation approaches to enable comparative evaluation and support decision-making about project implementation. The previous study concluded that the project concept is technically feasible and supported by regulatory agencies and would generate substantial ecosystem services. However, further design and analysis of the two basic options (active or passive salt marsh creation) are needed before a complete project description can be developed for environmental review and a specific project design can be selected for implementation. Hydrodynamic and sediment transport modeling, geotechnical evaluation, and sediment sampling are needed to fill data gaps. Issues such as sourcing of materials, material handling and transport, the potential for using dredged sediment, construction phasing, and ensuring effective vegetation management (re-vegetation of native species and control for invasive species) need to be investigated.

Phased implementation is assumed to be the preferred approach in order to demonstrate feasibility of the project concept and to account for the likelihood that only partial funding and/or a partial volume of fill material will be available in the short-term. The project design in the initial feasibility study envisioned a series of self-contained “cells” defined by barrier berms which lends itself well to a phased implementation approach. Phase I would include construction of the first set of cells.

Project tasks include:

- Stakeholder engagement
- Technical analyses
- Preliminary design
- Interim Report
- CEQA and supporting studies for full project implementation
- Intermediate design and permit applications for Phase I implementation

Work products include technical memos, project descriptions, cost estimates, an interim report, engineering design plans at various iterations, a CEQA document, and permit applications.

### **2.3 Process Overview:**

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated to identify the Proposer that is best qualified to provide the Services set forth herein. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFP, a final Professional Services Agreement pertaining to the provision of the Services set forth herein will be awarded to the Successful Proposer. The final Professional Services Agreement resulting from this RFP process will expire on or before December 31, 2025, unless the term thereof is extended through a written amendment to the Professional Services Agreement.

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<sup>1</sup> Natural Shoreline Infrastructure in Humboldt Bay for Intertidal Coastal Marsh Restoration and Transportation Corridor Protection (GHD Inc., Northern Hydrology & Engineering, and U.S Fish & Wildlife Service, September 2, 2022):  
<https://humboldt.gov.org/2487/Sea-Level-Rise>

### 3.0 **PRELIMINARY SCOPE OF SERVICES:**

#### 3.1 **Outline of Anticipated Services:**

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of services that will be incorporated into the final Professional Services Agreement resulting from this RFP process shall be the subject of negotiations between the County and the Successful Proposer.

**A. Planning Support Services.** The types of planning support services that the Successful Proposer will be required to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall include, without limitation, all of the following:

1. Stakeholder Engagement - Support the County in engaging with regulatory agencies, land managers, tribes, and other stakeholders by participating in small-group and individual meetings and making presentations on technical aspects of the project.

**B. Technical Support Services.** The types of technical support services that the Successful Proposer will be required to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall include, without limitation, all of the following:

#### **Technical Analyses**

1. Sea level rise projections - Updating the sea level rise projections for the project area based on the best available information and current guidance documents.
2. Land ownership evaluation - Analyzing tideland ownerships within the project area and the entitlement requirements for project implementation.
3. Dredged sediment source evaluation - Analyzing the feasibility and developing a comprehensive project description for the option of using dredged sediment for active salt marsh creation.
4. Upland fill material source evaluation - Developing a comprehensive project description for the option of using upland fill material for active salt marsh creation.
5. Passive salt marsh creation evaluation - Developing a comprehensive project description for the option of passive salt marsh creation.
6. Geotechnical evaluation - Collecting sediment samples for characterization and laboratory testing to develop guidelines and recommendations for placement of fill material within the project area to ensure suitable stability.
7. Sediment quality evaluation - Collecting sediment samples for laboratory testing to compare with applicable sediment screening values.
8. Hydrodynamic and sediment transport modeling - Using hydrodynamic and sediment transport modeling to develop the approaches and design criteria for active and passive salt marsh creation.

Deliverables: Sea level rise projections memo; land ownership map and technical memo; dredged sediment technical memo; upland fill technical memo; passive creation technical memo; geotechnical report; sediment quality report; hydrodynamic and sediment transport modeling memo.

### **Preliminary Design**

1. 15% engineering design plans for passive salt marsh creation - Developing 15% engineering design plans for passive salt marsh creation.
2. 15% engineering design plans for active salt marsh creation - Updating and refining the existing conceptual design for active salt marsh creation to develop 15% engineering design plans.
3. Vegetation management - Developing a proposed approach for implementing re-vegetation and managing invasive species.
4. Phased construction strategy - Developing a set of options for implementing construction in phases.
5. 30% engineering design plans and basis-of-design report for preferred project - Developing 30% engineering design plans and basis-of-design report for the preferred salt marsh creation approach (including Phase I as a stand-alone project).
6. Protection and mitigation measures - Identifying key protection and mitigation measures.

Deliverables: 15% engineering design plans; vegetation management technical memo; phased construction strategy memo; 30% engineering design plans; basis-of-design report.

### **Interim Report**

1. Preparing a short report summarizing the key findings and preferred approach for project implementation based on the results from stakeholder engagement, technical analyses, and preliminary design.

Deliverables: Draft and final interim report.

### **CEQA and Supporting Studies for Full Project**

1. Cultural resources - Conducting a cultural resources survey of the project area and assisting with consultation with tribes in accordance with AB-52.
2. Wetland and habitat mapping and conversion analysis - Updating and expanding the wetland and habitat mapping of the project area to account for current site conditions and the updated project design. Quantifying the changes between existing conditions and post-project conditions.
3. Monitoring and management plan - Developing a plan for effectiveness monitoring and managing post-project conditions.
4. Initial Study/Mitigated Negative Declaration - Preparing an Initial Study and Mitigated



Negative Declaration (IS/MND) in accordance with the CEQA Guidelines, and assisting in the circulation of the draft document for public review and responding to comments.<sup>2</sup>

Deliverables: Cultural resources survey report; wetland and habitat mapping and conversion analysis memo; monitoring and management plan; Draft and final IS/MND.

### **Intermediate Design and Permit Applications for Phase I Implementation**

1. 65% engineering design plans and project description for Phase I implementation - Developing 65% engineering design plans and an updated project description for Phase I implementation, in consultation with permitting agencies, to support permit applications.
2. Land entitlement applications - Preparing applications to the City of Eureka; Humboldt Bay Harbor, Conservation and Recreation District; California Department of Fish & Wildlife; and/or State Lands Commission as applicable for a lease or other entitlement to implement the project.
3. Harbor District Development Permit - Preparing an application to the Humboldt Bay Harbor, Conservation and Recreation District for a development permit.
4. Coastal Commission Coastal Development Permit - Preparing an application to the California Coastal Commission for a coastal development permit.
5. CDFW Consultation and Authorization - Determining the potential need for authorization for incidental take of species listed as endangered, threatened, or candidate pursuant to the California Endangered Species Act (e.g., long-fin smelt or coho salmon) through consultation with the California Department of Fish and Wildlife and preparing the appropriate application.
6. RWQCB Water Quality Certification - Preparing the appropriate application(s) for the required permit and/or approval from the North Coast Regional Water Quality Control Board for compliance with Clean Water Act Section 401 and the Porter-Cologne Water Quality Control Act.
7. USACE Permit - Preparing an application to the U.S. Army Corps of Engineers for the appropriate permit under the Clean Water Action Section 404 and the Rivers and Harbors Act Section 10; and providing technical assistance to the Corps of Engineers to prepare an Environmental Assessment for compliance with the National Environmental Policy Act.
8. NOAA Biological Assessment/Biological Opinion - Preparing a Biological Assessment for NOAA for evaluation of potential impacts to ESA-listed salmonids, to support the USACE permit.
9. USFWS Biological Assessment/Biological Opinion - Preparing a Biological Assessment for U.S. Fish & Wildlife Service for evaluation of potential impacts to tidewater goby, to support the USACE permit.

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<sup>2</sup> For the purpose of this RFP and the subsequent Professional Services Agreement, the document for CEQA compliance is assumed to be an IS/MND. In the event that an Environmental Impact Report (EIR) is necessary, the County would enter into discussions with the Selected Proposer regarding an amendment to the Scope of Services, Project Schedule, and Project Budget.

Deliverable(s): 65% engineering design plans; project description; land entitlement and permit applications; Biological Assessments.

### **3.2 Project Development:**

The County anticipates that the Successful Proposer will maintain timely and regular communication with the County throughout the term of the final Professional Services Agreement resulting from this RFP process in order to plan and organize information, including, without limitation, scheduling field work and participating in regular planning and coordination meetings.

## **4.0 REQUIREMENTS STATEMENT:**

### **4.1 Eligibility Requirements:**

A. **Required Qualifications.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must possess, at a minimum, all of the following qualifications:

1. At least ten (10) years of experience in providing services equivalent to those set forth in this RFP, preferably to public agencies.
2. Familiarity with any and all local, state and federal regulations, codes, standards and best practices applicable to the provision of the Services set forth in this RFP.
3. Knowledge of the standard methods, techniques and practices applicable to the provision of the Services set forth in this RFP.
4. Good verbal and written communication skills.

B. **Required Personnel.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must have personnel that are capable of, and experienced in, performing the Services set forth herein with minimal instruction. The types of personnel that Proposers must have available shall include, without limitation, professional engineers registered with the State of California and other professional staff that are responsible for providing, coordinating and scheduling services equivalent to those set forth in this RFP.

### **4.2 Licensure, Certification and Accreditation Requirements:**

In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards.

## **5.0 SCHEDULE OF EVENTS:**

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 8:00 a.m. and 5:00 p.m. Pacific Standard Time ("PST"). The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals.

SCHEDULE	
EVENT	DATE
RFP Issued by the County:	January 9, 2024
Deadline for Submission of Questions:	January 23, 2024
Deadline for Responses to Questions:	January 26, 2024
Deadline for Proposals to be Received:	February 12, 2024 4:00 p.m. PST
Completion of the Evaluation and Selection Process:	February 23, 2024
Finalization of Professional Services Agreement:	March 1, 2024
Recommendation of Award to Board of Supervisors:	March 19, 2024
Start Date of Professional Services Agreement:	March 20, 2024
Expiration Date of Professional Services Agreement:	December 31, 2025

**6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:**

**6.1 Proposal Submission.** Proposers shall prepare and submit one (1) electronic copy of the Proposal, in PDF format, by **4:00 p.m. PST, on February 12, 2024**. Proposals must be transmitted via email with the subject line indicated as “RFP No. 2023-251011.” The transmitting email may either contain the Proposal as an attachment or a file transfer link to the Proposal. Proposals that are not signed by an individual authorized to bind the Proposer shall be considered non-responsive and rejected by the County. Proposals submitted in response to this RFP shall be sent to the County electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services Division  
Attention: Hank Seemann, Deputy Director  
Email: [hseemann@co.humboldt.ca.us](mailto:hseemann@co.humboldt.ca.us)

Proposals submitted to any other County office or received after the time and date for submittal will be rejected. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline. However, nothing in this RFP precludes the County from extending the submittal deadline, or from requesting additional information at any time during the Proposal evaluation process.

**6.2 Withdrawal of Submitted Proposals:**

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

**6.3 Proposal Modification:**

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that a modified Proposal is resubmitted as required by this RFP before the designated deadline for submission of Proposals has passed. Proposals may not be changed or modified after the submission deadline.

**6.4 Proposer Investigations:**

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to perform the Services set forth in this RFP in accordance with the requirements and standards described herein. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to conduct such investigations and examinations

will not relieve the Successful Proposer from its obligation to comply with any and all provisions and 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.

**6.5 Public Records and Trade Secrets:**

All Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "Proprietary Information" at the top of the page in at least one-half (1/2) inch letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a Proposal in response to this RFP, the Proposer agrees that the County's failure to contact the Proposer prior to the release of any proprietary information contained therein will not be a basis for liability by the County.

**6.6 Conflict of Interest:**

By submitting a Proposal in response to this RFP, each Proposer warrants and covenants that 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 the preparation or submission of the Proposal, nor that any such person will be employed in the performance of the Professional Services Agreement resulting from this RFP process without immediate divulgence of such fact to the County.

**6.7 Expenses Incurred in Preparing Proposals:**

The County accepts no responsibility for, and shall not pay, any costs resulting from, or associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal.

**6.8 Right to Reject Proposals:**

The County reserves the unqualified right to reject any and all Proposals or to waive, at its sole discretion, any irregularity which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

**7.0 REQUIRED FORMAT OF PROPOSALS:**

**7.1 General Instructions and Information:**

A. **Content Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

1. Proposals must be submitted in accordance with the requirements set forth in this RFP and contain all required attachments, including, without limitation, a signed Signature Affidavit.
2. Proposals must be complete and specific unto themselves. For example, "See Enclosed Manual or Brochure" will not be considered an acceptable response.

3. Proposals must contain information sufficient to enable the County to properly evaluate the Proposer's ability to provide the Services set forth in this RFP.
4. All information, statements, letters and other documentation and attachments required by this RFP must be included with the original Proposal and the electronic copy thereof.
5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the Signature Affidavit sheet attached to the Proposal.

**B. Formatting Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall include all of the sections set forth below. Failure to follow the format set forth herein may result in the rejection of the Proposal.

- 1.0 Introductory Letter
- 2.0 Signature Affidavit
- 3.0 Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 References
- 7.0 Evidence of Insurability and Business Licenses
- 8.0 Exceptions, Objections and Requested Changes
- 9.0 Required Attachments

#### **7.2 Introductory Letter:**

The introductory letter shall, in one (1) page or less, describe the Proposer's qualifications and experience regarding the provision of the Services set forth in this RFP. The introductory letter must provide the Proposer's contact information, list any subcontractors that will be retained to perform the Services set forth in this RFP and identify any and all offices where such Services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Proposer.

#### **7.3 Signature Affidavit:**

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, without limitation, the termination of the final Professional Services Agreement resulting from this RFP process. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

#### **7.4 Table of Contents:**

Proposals shall include a table of contents that identifies submitted material by sections 1.0 through 9.0, and any subsections thereof, in the order listed above with sequential page numbers.

#### **7.5 Business Profile:**

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to provide the Services set forth in this RFP.

- A. **Company Overview.** The business profile must include an overview of the business structure and operation of the Proposer's firm. The company overview should include, at a minimum, all of the following items:
1. The Proposer's business name, physical location, mission statement, legal business status, and current staffing levels.
  2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
    - a. The history of the Proposer's business, including, without limitation, the date when the business was founded and how innovation and high-quality performance is fostered thereby.
    - b. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has provided services equivalent to those set forth in this RFP.
    - c. The number of years the Proposer has been providing services equivalent to those set forth in this RFP.
    - d. The total number of government agencies for which the Proposer has provided services equivalent to those set forth in this RFP.
  3. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.
  4. A detailed description of any fraud convictions related to the performance of public contracts, if applicable.
  5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
  6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
  7. A detailed description of any controlling or financial interest the Proposer has in any other firms or organizations, or whether Proposer's business is owned or controlled by any other firm or organization. If the Proposer does not hold a controlling or financial interest in any other firms or organizations, that must be stated.
- B. **Overview of Qualifications and Experience.** The business profile must include an overview of the Project Team's qualifications and experience regarding the provision of services equivalent to those set forth in this RFP. The overview of qualifications and experience should include, at a minimum, all of the following items:
1. Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subcontractors that will be responsible for providing the Services set forth in this RFP.

2. The number of staff members employed by the Proposer, and each subcontractor included in the Project Team, that are currently providing services equivalent to those set forth in this RFP.
3. A detailed description of the Project Team's overall experience in providing services equivalent to those set forth in this RFP.
4. A detailed description of the Project Team's overall knowledge of the requirements pertaining to the provision of services equivalent to those set forth in this RFP.
5. A detailed description of the qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and résumés of all key personnel that will be responsible for providing the Services set forth in this RFP.

#### **7.6 Quality Assurance Capabilities:**

- A. **Description of Services.** Proposals shall include an overview of how the services provided by the Proposer will comply with the requirements set forth in this RFP. The description of services portion of the Proposal should include, at a minimum, all of the following items:
  1. A description of each Project Team member's role and responsibilities regarding the provision of the Services set forth in this RFP.
  2. A detailed description of any Services set forth in this RFP that will not be included in the services provided by the Project Team and the reason for the exclusion of such Services.
  3. A description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFP.
- B. **Project Understanding and Quality Control.** Proposals shall include an overview of the Proposer's policies and procedures regarding quality control. The quality control overview should include, at a minimum, all of the following items:
  1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFP.
  2. A detailed description of the management strategies that will be utilized by the Proposer in order to achieve the goals and objectives of the Project in an efficient and effective manner.
  3. A detailed description of the Proposer's ability to implement innovative management methods and techniques and identify opportunities for the use of such methods and techniques.
  4. A detailed description of the Proposer's subject matter expertise, and how such expertise will assure staff continuity and timely performance of the Services set forth in this RFP.
  5. A detailed description of the expected communication channels between the Proposer and the County to ensure that the Services set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential problems will be resolved.

## 7.7 **References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet, which is attached to this RFP as Attachment B – Data Reference Sheet and incorporated herein by reference and as if set forth in full, containing performance information from of a minimum of three (3) former clients, preferably government entities, to whom the Proposer has provided services equivalent to those set forth in this RFP within the past five (5) years.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the Services and requirements set forth in this RFP. Each reference must include, at a minimum, all of the following items:
1. The name, physical address, e-mail address and telephone number for the current contact person of each referenced client.
  2. The dates of project commencement and completion for each referenced client.
  3. A detailed description of the services performed for, and the amount paid for the provision of such services by, each referenced client.
  4. A detailed description of how the services provided by the Proposer led to the accomplishment of each referenced client’s project objectives.
  5. A detailed description of the outcome of each referenced client’s project.
  6. A detailed description of all work products prepared for each referenced client that are comparable to the documents that will be prepared pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
  7. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer’s knowledge.

## 7.8 **Evidence of Insurability and Business Licenses:**

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement that is attached hereto as Attachment C – 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, without limitation, a certified endorsement naming the County as an additional insured. However, Proposers should not purchase additional insurance until a final Professional Services Agreement has been awarded. In addition, Proposers shall certify the possession of all licenses and/or certifications required for the provision of the Services set forth in this RFP.

## 7.9 **Exceptions, Objections and Requested Changes:**

Proposers should carefully review the terms and conditions of this RFP and the sample Professional Services Agreement attached hereto. Any exceptions, objections or requested changes to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be clearly identified and explained in the Proposal with supporting rationale. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP



and/or the sample Professional Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or the sample Professional Services Agreement attached hereto, shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the Proposal.

### **7.10 Required Attachments:**

Proposals that do not contain each of the following required attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3 of this RFP)
- **Attachment 2 – Résumés for Key Personnel** (See Section 7.5(B)(5) of this RFP)
- **Attachment 3 – Reference Data Sheet** (See Section 7.7 of this RFP)

## **8.0 MODIFICATION AND CORRECTION OF PROPOSALS:**

### **8.1 Requests for Clarification or Correction:**

Proposers shall be responsible for meeting all of the requirements and specifications set forth in this RFP and the sample Professional Services Agreement attached hereto. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services Division  
Attention: Hank Seemann, Deputy Director  
Email: [hseemann@co.humboldt.ca.us](mailto:hseemann@co.humboldt.ca.us)

Requests for clarification or correction and any other questions pertaining to this RFP process must be received by **5:00 p.m. PST on January 23, 2024**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **5:00 p.m. PST on January 26, 2024**.

### **8.2 Addenda:**

Any modifications to this RFP shall be made by written Addenda. Addenda to this RFP, if necessary, will be distributed via mail, email or facsimile to all Proposers by the County and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into the Proposal, if possible. The Addenda Cover Sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on the County, and shall in no way modify this RFP or the obligations of the County or any Proposers.

## **9.0 EVALUATION CRITERIA AND SELECTION PROCESS:**

After Proposals are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFP. In evaluating the Proposals, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Relevant and Comparable Experience** **25 points**
- **Understanding of Relevant Objectives and Requirements** **25 points**
- **Proposed Service Provision and Staffing Plans** **25 points**
- **Ability to Provide High-Quality, Cost-Effective Services** **25 points**

All Proposals will be evaluated by an RFP Evaluation Committee made up of County staff members and other parties that have expertise and/or experience in the types of services set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or conduct interviews with, one (1) or more Proposers. The purpose of any such requests for clarification or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposals. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Any delay caused by a Proposer's failure to respond to direction from the County may lead to rejection of the Proposal.

The evaluation and selection process is designed to award the procurement to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a final Professional Services Agreement, if made by the County, will be based upon a total review and evaluation of each Proposal.

All contacts made with the County during the evaluation and selection process shall be through Humboldt County Public Works Deputy Director, Hank Seemann (see Section 8.1 of this RFP for contact information). Attempts by a Proposer to contact any other representative of the County during the evaluation and selection process may lead to rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint regarding this RFP process from the Proposer.

## **10.0 CONTRACT DEVELOPMENT:**

### **10.1 Contract Negotiation Process.**

Once the evaluation process set forth in this RFP has been completed, the County will notify the Proposers of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in good faith contract negotiations in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal. The contract negotiation process shall include, without limitation, all of the following:

- A. **Draft Scope of Services and Service Schedule.** The highest-ranking Proposer will be asked to submit a draft scope of services and service schedule, within five (5) business days after receiving notification of the final rankings.
- B. **Scoping Meeting.** The highest-ranking Proposer may be asked to attend a scoping meeting within three (3) business days after submittal of the draft scope of services and service schedule to ensure that the Proposer has a full understanding of the terms and conditions of the Professional Services Agreement resulting from this RFP process. The scoping meeting will also provide the highest-ranking Proposer's Project Team with an opportunity to ask technical questions regarding the Services that they will be expected to provide pursuant to the terms and conditions of the Professional Services Agreement.
- C. **Final Scope of Services and Service Schedule.** After further discussions with County staff regarding roles, responsibilities, tasks and work products, the highest-ranking Proposer will be

asked to submit a final scope of services and service schedule which will be incorporated into the final Professional Services Agreement.

- D. Cost Proposal.** The highest-ranking Proposer will be asked to submit a cost proposal based on specific rates of compensation for the services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement. In order for a cost proposal to be accepted by the County, all of the following conditions must be satisfied:
1. The cost proposal shall include an overall fee estimate for the services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement based on an itemized list of the costs for each task set forth in the final scope services. The cost proposal shall include, without limitation, staffing levels and hourly rates.
  2. The cost proposal shall include any and all supporting information requested by the County, including, without limitation, a separate cost proposal for each subcontractor that will be providing services pursuant to the terms and conditions of the final Professional Services Agreement.
  3. The maximum amount payable for the Services set forth in this RFP is currently estimated to be Six Hundred and Sixty Thousand Dollars (\$660,000.00). It should be noted that the actual costs will be based on the wage rates established in the final Professional Services Agreement. The final cost for the Services set forth in this RFP will be negotiated between the County and the highest-ranking Proposer.

## **10.2 Award of Professional Services Agreement:**

If the County determines, after the completion of the contract negotiation process, to award a contract for the provision of the Services set forth in this RFP, a Professional Services Agreement shall be sent to the Successful Proposer for signature. Once signed copies have been returned to the County, the Professional Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Professional Services Agreement to the Proposer which, in the sole judgment thereof, best serves the County's interests. No Proposal shall be binding upon the County until a final Professional Services Agreement has been signed by duly authorized representatives of both the Successful Proposer and the County.

## **10.3 Contractual Requirements:**

- A. Term.** The final Professional Services Agreement resulting from this RFP process shall begin upon execution thereof. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Professional Services Agreement resulting from this RFP process based on the availability of funds.
- B. Termination for Cause.** If, in the County's opinion, the Successful Proposer fails to adequately provide the agreed upon services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.
- C. Termination without Cause.** The County may terminate the final Professional Services

Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice to the Successful Proposer.

- D. Termination due to Insufficient Funding.** The County's obligations under the final Professional Services Agreement resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the final Professional Services Agreement resulting from this RFP process upon seven (7) days advance written notice.
- E. General Reporting Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to provide the County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable timeframes and accessibility requirements.
- F. Project Monitoring.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the County will have the right to monitor all activities related to the provision of the services required thereunder, including, without limitation, the right to review and monitor the Successful Proposer's records, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the Professional Services Agreement. The Successful Proposer will be required to cooperate with a corrective action plan, if deficiencies in its records, procedures or operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer's performance.
- G. Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to protect all confidential information obtained pursuant to the terms and conditions thereof in accordance with all applicable local, state and federal laws, regulations and standards.
- H. Compliance with Anti-Discrimination Laws.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60, and any other applicable local, state and/or federal laws, regulations and standards.
- I. Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the Professional Services Agreement if it is determined that the Successful Proposer falsified the certification or subsequently becomes a Nuclear Weapons Contractor.

- J. Indemnification Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the Professional Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- K. Insurance Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile liability, workers' compensation and professional liability insurance policies. The Successful Proposer shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the Professional Services Agreement. In addition, the County may require additional insurance dependent upon the final scope of services that will be provided by the Successful Proposer.
- L. Compliance with Applicable Laws, Regulations and Standards.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of the services required thereunder. In addition, the Successful Proposer will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.
- M. Assignment.** The final Professional Services Agreement resulting from this RFP process, and any amendments thereto, shall not be assignable by the Successful Proposer.
- N. Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the Professional Services Agreement 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 Civil Procedure Sections 394 or 395.
- O. Provisions Required by Grant Agreement.** All provisions stipulated in the Grant Agreement between the State Coastal Conservancy and County of Humboldt (Exhibit D) to be applicable to subrecipients, contractors, and subcontractors will be incorporated into the final Professional Services Agreement by reference.

## **11.0 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 a final Professional Services Agreement, if the County determines, in its sole discretion, that cancellation is in the best interest of the County for reasons, including, without limitation, the following: the Services set forth in this RFP are no longer required; the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or the County determines, after review of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the preliminary scope of the services set forth in this RFP

prior to the award of a final Professional Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Professional Services Agreement for the provision of the Services set forth in this RFP or to pay any costs incurred in the preparation of any Proposals.

**REQUEST FOR PROPOSALS – RFP NO. 2023-251011  
PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE  
HUMBOLDT BAY LIVING SHORELINE PLANNING PROJECT**

**ATTACHMENT A – SIGNATURE AFFIDAVIT  
(Submit with Proposal)**

<b>REQUEST FOR PROPOSALS – NO. 2023-251011 SIGNATURE AFFIDAVIT</b>	
<b>NAME OF ORGANIZATION/AGENCY:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

The California Public Records Act, California Government Code Sections 6250, *et seq.*, defines 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 agency 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 agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. 2023-715136 and declares that the attached Proposal and pricing are in conformity therewith.

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

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

\_\_\_\_\_  
**Name**

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

**REQUEST FOR PROPOSALS – RFP NO. 2023-251011  
PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE  
HUMBOLDT BAY LIVING SHORELINE PLANNING PROJECT**

**ATTACHMENT B – REFERENCE DATA SHEET  
(Submit with Proposal)**

<b>REFERENCE DATA SHEET</b>	
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.	
<b>NAME OF AGENCY:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Department Name:</b>	
<b>Approximate County (Agency) Population:</b>	
<b>Number of Departments:</b>	
<b>General Description of Scope of Work:</b>	
<b>NAME OF AGENCY:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Department Name:</b>	
<b>Approximate County (Agency) Population:</b>	
<b>Number of Departments:</b>	
<b>General Description of Scope of Work:</b>	



<b>Applicant Tracking System Implementation Date:</b>		
<b>NAME OF AGENCY:</b>		
<b>STREET ADDRESS:</b>		
<b>CITY, STATE, ZIP:</b>		
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>
<b>PHONE #:</b>		<b>FAX #:</b>
<b>Department Name:</b>		
<b>Approximate County (Agency) Population:</b>		
<b>Number of Departments:</b>		
<b>General Description of Scope of Work:</b>		

**REQUEST FOR PROPOSALS – RFP NO. 2023-251011**  
**PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE**  
**HUMBOLDT BAY LIVING SHORELINE PLANNING PROJECT**

**ATTACHMENT C – SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**CONSULTANT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
[NAME OF CONSULTANT]  
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 Consultant], a [Name of State] [type of business], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

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

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT hereby agrees to provide professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for tracking expenditures of such funds.
- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to the performance of CONSULTANT’s obligations hereunder, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.
- D. Project Access. In order to enable COUNTY to confirm CONSULTANT’s compliance with the terms and conditions of this Agreement, CONSULTANT shall provide COUNTY, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated with the services provided hereunder.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required pursuant to the terms and conditions of this Agreement.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's duties and obligations required hereunder. Any and all correspondence pertaining to the performance of CONSULTANT's duties and obligations required hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within [ ] ( ) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin on [ ], 20[ ] and shall remain in full force and effect until [ ], 20[ ], unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT 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 CONSULTANT 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, CONSULTANT shall be entitled to compensation for uncompensated services satisfactorily 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 CONSULTANT.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this

Agreement is [ ] Dollars (\$ , . ). In no event shall the maximum amount paid under this Agreement exceed [ ] Dollars (\$ , . ) for fiscal year 20[ ]-20[ ] and [ ] Dollars (\$ , . ) for fiscal year 20[ ]-20[ ]. CONSULTANT 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 C – Project Budget.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, 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 CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT 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. CONSULTANT 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 E – 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 Department of Public Works – [Name of Division]  
 Attention: [Name of Contact Person], [Job Title]  
 [Street Address]  
 [City], California [Zip Code]

7. 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 Department of Public Works – [Name of Division]  
 Attention: [Name of Contact Person], [Job Title]  
 [Street Address]  
 [City], California [Zip Code]

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

8. REPORTS:

CONSULTANT 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. CONSULTANT 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.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT 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, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, 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 CONSULTANT, 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, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards. CONSULTANT 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. CONSULTANT 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 CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONSULTANT 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 CONSULTANT's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective

action plan, if deficiencies in CONSULTANT'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 CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect 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 and standards.
- 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 therewith. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, 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. CONSULTANT 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 Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state or federal laws, regulations and 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.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT 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. CONSULTANT 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 CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT 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. CONSULTANT's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
  - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
  - 2. Agree to abide by CONSULTANT'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.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required pursuant to the terms and conditions of this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY or its agents, officers, officials, employees and volunteers.

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- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to CONSULTANT'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.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, 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 CONSULTANT and 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. 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 CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT 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:

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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, CONSULTANT. Such 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 CONSULTANT 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, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT'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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 hereunder 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

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

17. 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 agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT 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. CONSULTANT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONSULTANT 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. CONSULTANT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any 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.
- E. Prevailing Wage Requirements. CONSULTANT hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

19. 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, the parties agree to amend the pertinent section to make such insertion or correction.

20. 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.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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.

22. 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.

23. 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 CONSULTANT 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.

24. 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.

25. 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 CONSULTANT. 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 CONSULTANT shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of 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.

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27. 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.

28. STANDARD OF PRACTICE:

CONSULTANT 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. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. 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 CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute 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.

31. 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. CONSULTANT 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 Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

CONSULTANT 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; however, nothing set forth herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties. CONSULTANT 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. 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.

39. 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.

40. 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.

41. 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 CONSULTANT]:**

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

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

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

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

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

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

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

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

**COUNTY OF HUMBOLDT:**

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

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

[Name of Signatory], [Job Title]  
[Board of Supervisors or Name of Department]

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

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

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

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule
- Exhibit E – Sample Invoice



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

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

**EXHIBIT B**  
**PROJECT SCHEDULE**

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

**EXHIBIT C**  
**PROJECT BUDGET**

[Name of Consultant]

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

**EXHIBIT D**  
**BILLING RATE SCHEDULE**

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

**EXHIBIT E**  
**SAMPLE INVOICE**

[Name of Consultant]

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

**REQUEST FOR PROPOSALS – RFP NO. 2023-251011**  
**PROVISION OF PROFESSIONAL PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE**  
**HUMBOLDT BAY LIVING SHORELINE PLANNING PROJECT**

**ATTACHMENT D – GRANT AGREEMENT**

AGREEMENT NUMBER <b>23-069</b>	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>94-6000513</b>	

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 in the State of California, by and between:



AGENCY State Coastal Conservancy	and
GRANTEE'S NAME County of Humboldt	

**I. SCOPE OF AGREEMENT**

Pursuant to Chapter 3 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to the County of Humboldt (“the grantee”) a sum not to exceed \$750,000 (seven hundred fifty thousand dollars) (“funds”), subject to this agreement.

*(Continued on the following pages)*

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) County of Humboldt
BY (Authorized Signature)  	BY (Authorized Signature)  
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Hank Seemann, Public Works Deputy Director
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 <sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 1106 2 <sup>nd</sup> Street Eureka, CA 95501 Phone: (707) 445-7741

AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$750,000.00</b>	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Greenhouse Gas Reduction Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$-0-</b>	FUND ITEM 3760-101-3228	CHAPTER 43	STATUTE 2022	FISCAL YEAR 22/23
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$750,000.00</b>	PROJECT NAME Humboldt Bay Living Shoreline Planning			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
NAME AND SIGNATURE OF ACCOUNTING OFFICER		DATE		

I certify that this agreement is exempt from Department of General Services' approval.

Erika Gomez  
Procurement and  
Contracts Manager

The grantee shall use the funds to complete planning and design tasks for phased salt marsh restoration (“the project”) for the Humboldt Bay Trail Corridor located along Eureka-Arcata Highway 101 as shown on Exhibit B, which is incorporated by reference and attached.

The project consists of completing preliminary designs, conducting California Environmental Quality Act (CEQA) review, preparing 65% design plans, and preparing permit applications. The CEQA review and technical analysis will address data and information gaps around sourcing sediment material, material handling and transport, potential for using dredged sediment, construction phasing, and vegetation management. The project also includes technical analysis of hydraulics, wave energy, and sedimentation processes under both current and future climate conditions.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

## **II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

The grantee shall not commence the project and the Conservancy will not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Board of Supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:
  - a. The work program for the project as provided in section “V. WORK PROGRAM.”
  - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
  - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XIII. INSURANCE.”



### **III. TERM OF AGREEMENT**

This agreement will take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in section “II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT”. This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on March 31, 2026 (“the termination date”) unless otherwise terminated early as provided in this agreement. However, the grantee shall complete all work by December 31, 2025 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 31, 2026.

### **IV. AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its April 6, 2023 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit A. This agreement is executed under that authorization.

## **Standard Provisions**

### **V. WORK PROGRAM**

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program must include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project. For each project component, the project budget must list all intended funding sources including the Conservancy's grant, and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall carry out the project in accordance with the approved work program.

### **VI. COORDINATION AND MEETINGS**

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

## **VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT**

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location. The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

## **VIII. COSTS AND DISBURSEMENTS**

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section "X. PROJECT COMPLETION", and upon the Conservancy's acceptance of the project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to

keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. The Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the form. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

#### **IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer,

provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

#### **X. PROJECT COMPLETION**

The grantee shall complete the project by the completion date provided in section “III. TERM OF AGREEMENT”. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section “III. TERM OF AGREEMENT”:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project will be deemed complete as of the date of the letter.

#### **XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding

authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

## **XII. INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of its rights as a third-party beneficiary under this agreement.

### **XIII. INSURANCE**

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.
  
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
  - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.

- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Worker's Compensation and Employer's Liability: Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
- a. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
  - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
  - c. The general liability and automobile liability policies must contain, or to be endorsed to contain, the following provisions:
    - i. The State of California, its officers, agents and employees are additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
    - ii. For any claims related to this agreement, the grantee's insurance coverage must be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
    - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.



- d. Coverage does not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance must be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

#### **XIV. AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

#### **XV. COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### **XVI. NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

#### **XVII. AMERICANS WITH DISABILITIES ACT**

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### **XVIII. PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from the Conservancy on request, which provides general information and is not legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

#### **XIX. DRUG-FREE WORKPLACE**

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.

- c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

**XX. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

**XXI. INDEPENDENT CAPACITY**

The grantee, and the agents and employees of the grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

**XXII. ASSIGNMENT**

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

**XXIII. TIMELINESS**

Time is of the essence in this agreement.

**XXIV. EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

**XXV. AMENDMENT**

Except as expressly provided in this agreement, no change in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

**XXVI. SURVIVAL**

The obligations in sections "VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "XII. INDEMNIFICATION AND HOLD HARMLESS" survive the termination of this agreement.

# Exhibit A: Project Location

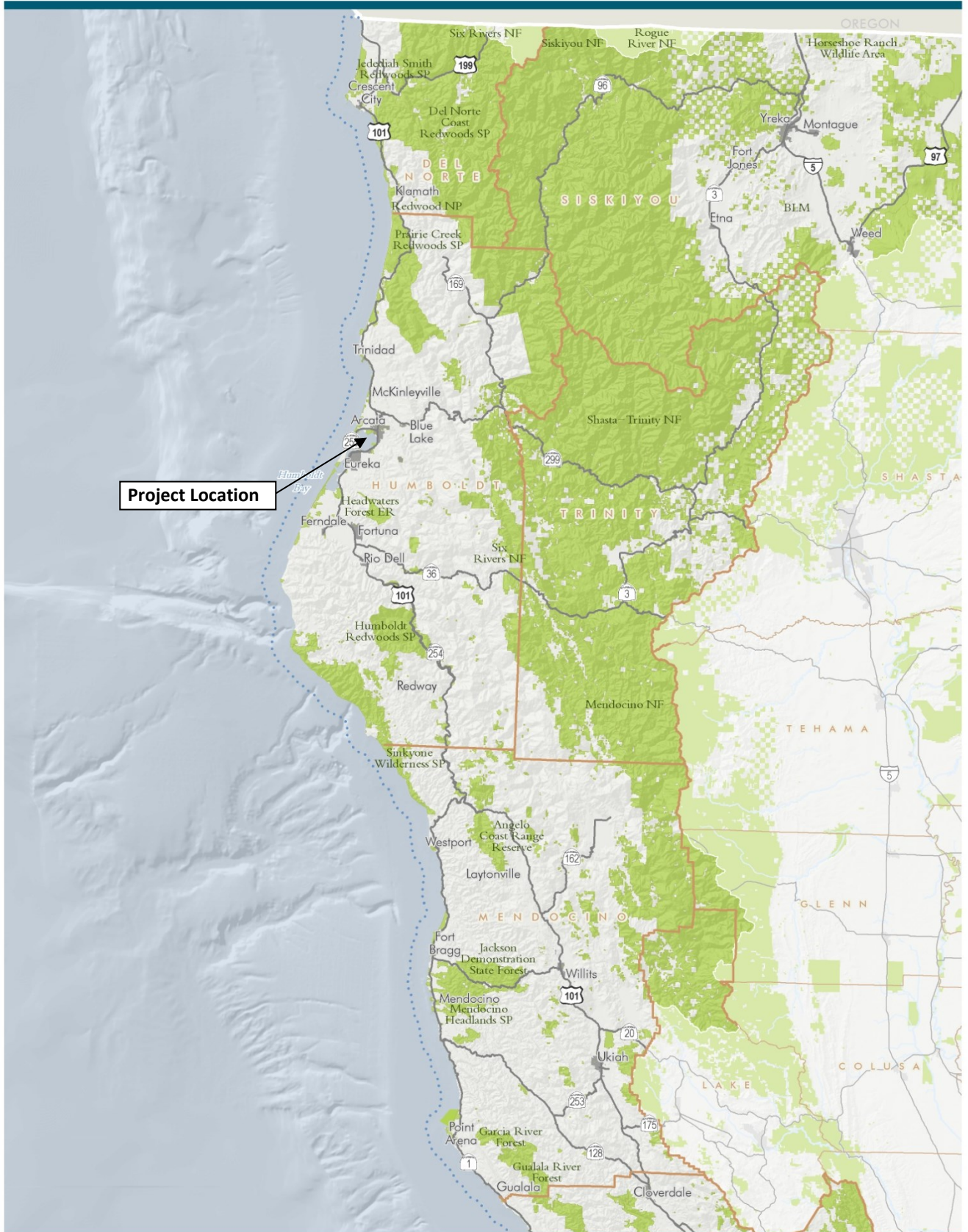


Exhibit A: Project Location



COASTAL CONSERVANCY

Staff Recommendation  
April 6, 2023

**HUMBOLDT BAY LIVING SHORELINE PLANNING**

Project No. 23-010-01  
Project Manager: Fanny Yang

**RECOMMENDED ACTION:** Authorization to disburse up to \$750,000 to the County of Humboldt for the Humboldt Bay Living Shoreline Planning project, which consists of completing preliminary designs, CEQA review, preparing 65% design plans, and preparing permit applications for phased salt marsh restoration along the Eureka-Arcata Highway 101 and Humboldt Bay Trail Corridor.

**LOCATION:** Humboldt County, CA

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EXHIBITS

Exhibit 1: [Project Location Map](#)

Exhibit 2: [Salt Marsh Design Concept](#)

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**RESOLUTION AND FINDINGS**

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed seven hundred fifty thousand dollars (\$750,000) to the County of Humboldt (the grantee) for the Humboldt Bay Living Shoreline Planning project which consists of completing preliminary designs, conducting CEQA review, preparing 65% design plans, and preparing permit applications for phased salt marsh restoration along the Eureka-Arcata Highway 101 and Humboldt Bay Trail Corridor.

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.



Findings:

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 3 of Division 21 of the Public Resources Code, regarding the Climate Ready Program.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.

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**STAFF RECOMMENDATION**

**PROJECT SUMMARY:**

Staff recommends the Conservancy authorize a grant of up to \$750,000 to the County of Humboldt (the County) for the Humboldt Bay Living Shoreline Planning project to complete preliminary designs, conduct California Environmental Quality Act (CEQA) environmental review, prepare 65% design plans, and prepare permit packages for phased salt marsh restoration along the Eureka-Arcata Highway 101 corridor. The future salt marsh restoration will act as a sea level rise adaptation measure.

The Eureka-Arcata Highway 101 corridor is one of the most important transportation corridors in Humboldt County and represents one of the areas that is most vulnerable to sea level rise, continued coastal erosion, and flooding. The shoreline adjacent to the highway undergoes significant erosion associated with wind waves and tidal currents, due to the absence of salt marsh that would otherwise provide a natural energy-attenuating buffer. In December 2005, overtopping of the shoreline closed a portion of Highway 101 and caused severe erosion of the railroad embankment. In September 2022, the County completed an initial feasibility study for the use of natural shoreline infrastructure (NSI), also known as nature-based adaptation measures or living shorelines, to reduce flood risks and augment scarce salt marsh habitat along the portions of the Humboldt Bay shoreline adjacent to the Eureka-Arcata Highway 101 corridor.

Salt marsh restoration projects typically involve breaching levees to restore tidal influence onto diked former tidelands. The NSI project will be innovative by restoring salt marsh within existing mud flats where salt marsh was reduced by historical shoreline alterations. The future living shoreline project may involve an active approach where sediment may be beneficially reused by placement on the mudflat to restore salt marsh, or a passive approach where conditions will be created to promote accretion of sediment circulating in Humboldt Bay. Passive salt marsh restoration could achieve significant cost savings and greatly reduce impacts associated with handling large volumes of sediment that would be used to elevate mudflats to salt marsh elevations. The proposed project includes technical analysis of hydraulics, wave energy, and sedimentation processes under both current and future climate conditions to inform preliminary designs, CEQA review, and 65% design plans. The CEQA review and technical analysis will address data and information gaps around sourcing sediment material, material handling and transport, potential for using dredged sediment, construction phasing, and vegetation management.

Phased implementation is expected to be the preferred approach in order to demonstrate feasibility of the project concept and to account for the likelihood that only partial funding and/or a partial volume of fill material will be available in the short-term. The project design in the initial study envisions a series of self-contained “cells” defined by barrier berms which lends itself well to a phased implementation approach. Phase I would include construction of the first cell or set of cells. CEQA review and technical analysis will cover all phases of the project. Preparation of 65% designs and permit applications will cover Phase I of the anticipated phased implementation of the overall salt marsh restoration as a living shoreline along the Bay.

There is existing and growing support for NSI projects in and around Humboldt Bay. An initial NSI study assessing the feasibility of a salt marsh restoration project within the project area was completed by the County with funding from the Ocean Protection Council and National Fish and Wildlife Foundation. US Fish and Wildlife Service provided technical assistance for the initial NSI study and the US Geological Survey participated in the technical advisory committee. Caltrans District 1 is developing a Comprehensive Adaptation and Implementation Plan for the Eureka-Arcata Highway 101 corridor and is interested in incorporating nature-based solutions into their plan. The Humboldt Bay Harbor, Conservation and Recreation District will be generating large volumes of dredged material in the near future from various projects and is interested in promoting beneficial reuse of sediment in NSI initiatives. Other community stakeholders that were intimately involved with the initial NSI study and will continue to be consulted during the development of the advanced feasibility study include Cal Poly Humboldt Sea Level Rise Institute, the Wiyot Tribe, the Coastal Commission, the California Department of Fish and Wildlife, Humboldt County Fish & Game Advisory Committee, and community waterfowl groups.

**Site Description:** The project site is located along an approximately 1.25-mile section of the eastern shoreline of North Humboldt Bay (also known as Arcata Bay), situated between the Bracut Industrial Park on the north and the former California Redwood Company property at Brainard on the south, adjacent to Highway 101. Prior to development, the site included salt marsh associated with the Fay Slough complex. Construction of levees, railroad, and the state highway in the late 19th and early 20th century severely impacted the margins of the salt marsh plain and the associated tidal channel network. Currently, the shoreline adjacent to the railroad is primarily intertidal mudflat with only small, remnant salt marsh patches. The County is the primary landowner along the upland portion of the shoreline (through property acquisition for the Humboldt Bay Trail). California Department of Fish and Wildlife, Humboldt County, and a private party are listed as owners of the tideland parcels within the bay adjacent to the shoreline.

**Grant Applicant Qualifications:** The County has a strong track record for leading collaborative projects involving public agencies, non-governmental organizations, interested stakeholders, and environmental professionals to address complex natural resource issues. In 2020, the County received a Sustainable Groundwater Management planning grant (\$1.9 million) administered by the Department of Water Resources to prepare a Groundwater Sustainability Plan for the Eel River Valley groundwater basin. Also in 2020, the County received grants from the Ocean Protection Council and National Fish and Wildlife Federation (totaling \$250,000) to develop an initial feasibility study for applying nature-based methods on a multi-objective

project along the Humboldt Bay shoreline. In 2018, the County received an Adaptation Planning grant from Caltrans (\$425,000) to prepare a sea level rise adaptation plan for the Eureka Slough hydrographic area of Humboldt Bay, in conjunction with the City of Eureka and the Humboldt County Association of Governments. This project involved coordinating with many stakeholders and conducting innovative technical work to understand flood vulnerability and develop conceptual designs for adaptation projects in sensitive habitat areas.

The County will be responsible for maintaining the Humboldt Bay Trail South project which is scheduled to begin construction in 2023. The trail project is located adjacent to the site for the planning project. Thus, the County will also be managing, maintaining, and monitoring a project close to the site of the future NSI project.

**CONSISTENCY WITH CONSERVANCY’S PROJECT SELECTION CRITERIA:**

The proposed project is consistent with the Conservancy’s Project Selection Criteria, last updated on September 23, 2021, in the following respects:

**Selection Criteria**

**1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.**

See the “Consistency with Conservancy’s Strategic Plan” section below.

**2. Project is a good investment of state resources.**

The project is a good investment of state resources because it builds on previous investments and is supported by various state and federal agencies. The proposed project contributes to a future pilot salt marsh living shoreline project that will serve as a model for other nature-based climate adaptation projects in both the Humboldt region and other parts of the state.

**3. Project includes a serious effort to engage tribes. Examples of tribal engagement include good faith, documented efforts to work with tribes traditionally and culturally affiliated to the project area.**

The project includes a serious effort to engage tribes by continuing consultation with the Wiyot Tribe, which participated in the technical working group for the previous study and is actively involved in the Cal Poly Humboldt Sea Level Rise Institute.

**4. Project benefits will be sustainable or resilient over the project lifespan.**

The proposed project will facilitate the future restoration of a salt marsh living shoreline along the Eureka-Arcata Highway 101 corridor, which will provide sea level rise adaptation for road infrastructure over the course of this century. NSI projects are an effective tool for addressing expected sea level rise due to climate change as they reduce wave exposure while preserving ecosystem benefits. A fundamental purpose of the project is to develop plans for a landform that will be sustainable and resilient to sea level rise through at least the end of the 21st century.

**5. Project delivers multiple benefits and significant positive impact.**

The proposed project will facilitate the future implementation of a living shoreline that provides multiple benefits including salt marsh habitat enhancement, continued access to recreational amenities by protecting public road infrastructure, carbon sequestration, and mitigation of sea level rise impacts to Highway 101 between Eureka and Arcata. The proposed project also contributes to community preparedness and resilience to future climate change impacts such as flooding.

**6. Project planned with meaningful community engagement and broad community support.**

The proposed project will involve meaningful community engagement and community support as the County will continue coordinating and collaborating with stakeholders previously involved in the initial NSI feasibility study. The County will continue to engage with Cal Poly Humboldt Sea Level Rise Institute, the Wiyot Tribe, Humboldt County Fish & Game Advisory Committee, Humboldt Baykeeper, North Coast Chapter of the California Waterfowl Association, Humboldt County Ducks Unlimited, Caltrans, resource and regulatory agencies, and the Humboldt Bay Harbor District through one-on-one meetings.

**PROJECT FINANCING**

<b>Coastal Conservancy</b>	<b>\$750,000</b>
<b>Project Total</b>	<b>\$750,000</b>

Conservancy funding is anticipated to come from a Fiscal Year 2022/23 appropriation from the Greenhouse Gas Reduction Fund (GGRF) to the Conservancy for the Climate Ready Program for purposes of nature-based projects to address sea level rise (Budget Act of 2022, SB 154, as amended by AB 178, Chapter 45 of the Statutes of 2022). The Greenhouse Gas Reduction Fund Investment Plan and Communities Revitalization Act (Health and Safety Code (HSC) Sections 39710 – 39723) requires that GGRF funds be used to (1) facilitate the achievement of reductions of GHG emissions consistent with the Global Warming Solutions Act of 2006 (HSC Sections 38500 *et seq*), and (2) to the extent feasible, achieve other co-benefits, such as maximizing economic, environmental and public health benefits and directing investment to disadvantaged communities (HSC Section 39712(b)). The Global Warming Solutions Act of 2006 sets forth (among other things) certain GGRF funding priorities (HSC Section 38590.1). The California Air Resources Board (“CARB”) has adopted guidelines that establish program goals that agencies must achieve with their GGRF funds.

Consistent with the CARB 2018 Funding Guidelines, the proposed project will help the Conservancy meet its GGRF program goals because the project will:

- Facilitate GHG emission reductions (which includes increases in carbon sequestration) and further the purposes of AB 32 and related statutes;
- Maximize economic, environmental, and public health co-benefits to the State;
- Encourage projects that contribute to other State climate goals;

- Coordinate investments and leverage funds where possible to provide multiple benefits and to maximize benefits.

The proposed project will meet these goals by contributing to a future NSI implementation project restoring a salt marsh living shoreline. In addition to the direct benefit of road infrastructure protection, the salt marsh will help sequester greenhouse gases because tidal wetland habitat is one of the most carbon dense ecosystems in the world. The project will also provide additional environmental benefits to the state, including by facilitating the construction of transitional habitats that will ensure sea level rise resiliency.

**CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:**

The proposed project will be undertaken pursuant to Section 31113 of Chapter 3 of Division 21 of the Public Resources Code, which authorizes the Conservancy to address the impacts and potential impacts of climate change on resources within the Conservancy’s jurisdiction (Section 31113(a)). Section 31113(b) and (c) authorizes the Conservancy to award grants to nonprofit organizations and public agencies to undertake projects that reduce greenhouse gas emissions and address extreme weather events, sea level rise, flooding, and other coastal hazards that threaten coastal communities, infrastructure, and natural resources. The Conservancy must, to the extent allowed, prioritize projects that maximize public benefits and accomplish one of several purposes, including reducing flood risk and enhancing fish and wildlife habitat. Consistent with these requirements, the proposed project will help develop nature-based shoreline infrastructure along the Eureka-Arcata Highway 101 corridor to reduce the threat of sea level rise and enhance salt marsh habitat.

Section 31113 also requires the Conservancy to prioritize projects that use natural infrastructure to help coastal communities adapt to climate change and projects that provide multiple public benefits, including, but not limited to, protection of communities, natural resources, and recreational opportunities. See Section 31113(d)(1). As discussed above, the proposed project will help develop future nature-based adaptation measures to protect critical road infrastructure.

**CONSISTENCY WITH CONSERVANCY’S [2023-2027 STRATEGIC PLAN](#) GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 3, Objective 3.2**, the proposed project contributes to planning for future salt marsh restoration along the Eureka-Arcata Highway 101 corridor.

Consistent with **Goal 4, Objective 4.1**, the proposed project is a planning project designing nature-based shoreline infrastructure as a sea level rise adaptation measure.

Consistent with **Goal 4, Objective 4.3**, the proposed project plans for a future nature-based climate adaptation project to mitigate climate impacts to infrastructure, such as sea level rise and flooding.

**CEQA COMPLIANCE:**

The proposed project is statutorily exempt from review under CEQA pursuant to 14 California Code of Regulations Section 15262, which exempts planning and feasibility studies for possible future actions that have not yet been approved, adopted, or funded. The proposed planning project consists of completing preliminary designs, conducting CEQA review, preparing 65% design plans, and preparing permit applications. Upon approval, staff will file a Notice of Exemption.

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Fanny Yang

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