

**Regular Meeting of the
Housing Trust Fund and Homelessness Solutions Committee
(HTFHSC) February 11, 2021, 1:30 p.m.
Teleconference**

AGENDA

In accordance with Executive Order N-29-20 the HTFHSC meetings will be held virtually until further notice. You may access the meeting by phone by calling (669) 900-6833. Meeting ID: 656 611 0112 Password: 077011, or online: <https://zoom.us/j/6566110112?pwd=N3BnSkJRMCS2Sjl6UGVVcFJPdDFIUT09>

The Chair will give the public opportunities to comment on each agenda item over the phone.

If you are a person with a disability, and you need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board at (707) 476-2384, or (707) 445-7299 (fax). Requests for such modifications or accommodations must be made at least three full business days before the start of the meeting.

I.	Call to Order
II.	Roll Call
III.	Agenda Modifications
IV.	Public Comment on Non-Agenda Items
V.	Update on County Staff Meeting and New Public Hearing
VI.	Permanent Local Housing Allocation Request for Proposals Update
VII.	Announcements
VIII.	Agenda Items for Next Meeting
IX.	Adjourn

Attachments

- Draft Permanent Local Housing Allocation Request for Proposals (2-3-2021)
- Proposed Permanent Local Housing Allocation Schedule of Events

Date	Event
2/11/2021	Publication of RFP
2/26/2021	Deadline for potential Proposers to submit written questions
3/5/2021	Deadline for County to respond to written questions
3/12/2021	Deadline for Proposers to submit Proposals
3/16/2021	County staff to transmit complete proposals to HTFHSC ad hoc committee
4/1/2021	HTFHSC to complete evaluation process and recommend award
4/2/2021	Completion of Evaluation Process: HTFHSC to complete evaluation process and recommend award
4/5/2021	County staff to prepare Board report for 5/6 regular meeting
5/6/2021	Board item on award recommendation



COUNTY OF HUMBOLDT
PLANNING AND BUILDING DEPARTMENT

3015 H Street • Eureka CA 95501
Phone: (707) 445-7541 • Fax: (707) 268-3792

COUNTY OF HUMBOLDT

Request for Proposals – RFP No. 2021-[]
Permanent Local Housing Allocation Grants Program
Humboldt County, California
Issued: [] [], 2021

Proposals Due: [] [], 2021 (received by 4:00 p.m.)

Housing Trust Fund and Homelessness Solutions Committee
c/o Planning and Building Department
Attn.: Michelle Nielsen, Senior Planner
3015 H Street
Eureka, California 95503

REQUEST FOR PROPOSALS – NO. 2021-[]
PERMANENT LOCAL HOUSING ALLOCATION GRANTS PROGRAM
ASSISTANCE FOR PERSONS EXPERIENCING HOMELESS or AT-RISK

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REQUEST FOR PROPOSALS – NO. PLB-2021-[]
PERMANENT LOCAL HOUSING ALLOCATION GRANTS PROGRAM

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. At risk of homelessness.** As used herein, the term “at risk of homelessness” means the same as defined in Title 24 Section 578.3 of the Code of Federal Regulations and also includes any household receiving rental assistance funded by the California Emergency Solutions and Housing (CESH) program or the California Homeless Emergency Aid Program (HEAP). Persons at risk are required to have income of no more than 30 percent of the Area Median Income of the most recent applicable county median family income published by the California Department of Housing and Community Development.
- C. County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Planning and Building Department.
- D. Emergency shelter.** As used herein, the term “emergency shelter” refers to and shall mean the same as emergency shelter are defined and described pursuant to Division 31, Part 2, Chapter 11.5 of the California Health and Safety Code; that is, housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.
- E. Five (5) Year Plan.** As used herein, the term “Five Year Plan” or “5-Year Plan” refers to the County of Humboldt’s 5-Year Plan for the Permanent Local Housing Allocation Program, prepared and adopted pursuant to Section 302(c)(4) PLHA Guidelines by the Board of Supervisors on July 14, 2020, by Resolution 20-61.
- F. Housing First.** As used herein, the term “Housing First” refers to the practices described in Title 25, Division 1, Chapter 7, Subchapter 20, 25 California Code of Regulations, Section 8409, subdivision (b)(1)-(6)m and Division 8, Section 8255(b)(8) of the California Welfare and Institutions Code.
- F. Navigation Center.** As used herein, the term “navigation center” shall mean the same as low barrier navigation centers are defined and described pursuant to Title 7, Division 1, Chapter 3, Article 12, Sections 65660 and 65662 of the California Government Code; that is, a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

- F. **PLHA Agreements.** As used herein, the term “PLHA Agreements” refers to the professional services, construction, acquisition and other agreements between the County and the Successful Proposers regarding the implementation of assistance programs for persons who are experiencing or at risk of homelessness as part of the PLHA Grants Program.
- G. **PLHA Guidelines.** As used herein, the term “PLHA Guidelines”, refers to the Permanent Local Housing Allocation Final Guidelines dated October 2019 prepared by the California Department of Housing and Community Development.
- H. **PLHA Notice of Funding Availability.** As used herein, the term “PLHA Notice of Funding Availability” refers to the Permanent Local Housing Allocation Program – Entitlement and Non-entitlement Local Government Formula Component Notice of Funding Availability, dated February 26, 2020.
- I. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals for the implementation of assistance programs for persons who are experiencing or at risk of homelessness as part of the PLHA Grants Program.
- J. **Proposer.** As used herein, the term “Proposer” refers to any agency, organization or entity submitting a Proposal in response to this Request for Proposals.
- K. **Street Outreach.** As used herein, the term “street outreach” shall mean the same as defined in Part 576 – Emergency Solutions Grants Program, Title 24 of Code of Federal Regulations, Section 576.101.
- L. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to an agency, organization or entity that the County selects to enter into a PLHA Agreement with after the evaluation, review and selection processes set forth in this Request for Proposals have been completed.
- M. **Target Population.** As used herein, the term “Target Population” refers to individuals and families who are experiencing homelessness or at risk of homelessness.

1.2 Abbreviations:

- A. **HCD.** As used herein, the abbreviation “HCD” refers to the California Department of Housing and Community Development.
- B. **HSC.** As used herein, the abbreviation “HSC” refers to the Health and Safety Code of the State of California, and as it may be amended from time to time.
- C. **HTFHSC.** As used herein, the abbreviation “HTFHSC” refers to the Humboldt County Housing Trust Fund and Homelessness Solutions Committee, as appointed by the Humboldt County Board of Supervisors pursuant to Resolution No. 18-73.

- D. **PLHA.** As used herein, the abbreviation "PLHA" refers to the Permanent Local Housing Allocation Program Entitlement and Non-entitlement Local Government Formula, and refers to the program developed by the California Department of Housing and Community Development as directed by SB 2 Atkins, the Building Homes and Jobs Act.
- D. **RFP.** As used herein, the abbreviation "RFP" refers to this Request for Proposals for the implementation of various assistance projects for persons experiencing homelessness or at-risk of homelessness as part of the Permanent Local Housing Allocation Grants Program.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt ("County"), by and through its Planning and Building Department, is issuing this RFP to solicit Proposals from qualified community organizations and governmental agencies interested in implementing eligible homeless assistance projects as part of the Permanent Local Housing Allocation Grants Program ("PLHA Program"). This RFP is a non-binding solicitation and may be canceled by the County at any time.

2.2 Program Objectives and Local Funding Priorities:

The Governor's approval of SB 2, Atkins, the Building Homes and Jobs Act ("SB 2 (2017)") on September 29, 2017, established a permanent, ongoing source of funding dedicated to affordable housing development by imposing a fee of \$75.00 to be paid at the time of the recording of real estate instrument. SB 2 (2017) directs the California Department of Housing and Community Development ("HCD") to use 70 percent of the revenue collected, beginning in calendar year 2019, to provide financial assistance to local governments for eligible housing-related projects and programs to assist in addressing the unmet housing needs of their local communities. This program is referred to as the Permanent Local Housing Allocation ("PLHA") program. The principal goal of the PLHA program is to make funding available to eligible local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. The PLHA program prioritizes investments that increase the supply of housing to households that are at or below 60 percent of the Area Median Income (AMI), adjusted for household size.

On February 26, 2020, HCD released a PLHA Notice of Funding Availability. The PLHA funding available under the February 26, 2020 Notice of Funding Availability was allocated non-competitively to entitlement and non-entitlement jurisdictions. The formula allocated \$344,448 to Humboldt county for funding allocation year 2019. In accordance with Board of Supervisors Resolution 20-61, the Planning and Building Department applied for Humboldt county's formula allocation. On October 21, 2020, HCD awarded Humboldt county a PLHA program award of \$344,448. By the adoption of Resolution 20-61 on July 14, 2020, the Board of Supervisors designated \$144,668 of

funding allocation year 2019 be used for assisting persons who are experiencing homelessness or at-risk of homelessness. For the PLHA funding designated for assisting persons who are experiencing homelessness or at-risk of homelessness, the County's Housing Trust Fund and Homelessness Solutions Committee ("HTFHSC"), is to recommend a homelessness solutions activity to the Board of Supervisors.

In accordance with applicable PLHA program requirements, the County has decided to prioritize the expenditure of the PLHA funding designated for assisting persons who are experiencing homelessness or at-risk of homelessness. The HTFHSC has prioritized the expenditure of PLHA program funding for street outreach projects that are designed to address urgent physical needs of the Target Population as a component of reaching out to members of the Target Population who are to receive emergency shelter, housing, and other urgent, non-facility-based care. Other County priorities include projects that deliver services in the unincorporated area to the Target Population, emergency shelter and navigation center projects that are designed to provide essential services to members of the Target population who are currently utilizing emergency shelters and navigation centers, and the operation of emergency shelters and navigation centers that will serve members of the Target Population.

Additional information regarding street outreach projects can be accessed at: https://www.usich.gov/resources/uploads/asset_library/Core-Components-of-Outreach-2019.pdf.

2.3 Overview of Selection Process:

At the conclusion of the evaluation, review, selection, contract development and approval processes set forth in this RFP, the professional services, construction, and other agreements related to the implementation of PLHA projects ("PLHA Agreements") will be awarded to each Successful Proposer. PLHA Program funds will be offered on a one-time basis and may be used to fund operation costs or capital costs of emergency shelter or navigation center, or street outreach projects, in whole or in part. It is possible that Proposals for more projects than the County will be able to fund through the expenditure of PLHA Program funding will be submitted. Thus, it is critical that Proposers submit only viable emergency shelter or navigation center, or street outreach projects that are fully intended to be completed.

3.0 REQUIREMENTS STATEMENT:

3.1 Legal Requirements:

The PLHA Program furthers the purposes of Senate Bill No. 2 the 2017 Building Homes and Jobs Act. The PLHA Notice of Funding Availability interprets and makes specific the state legal authority applicable to the PLHA Program, including, without limitation, Division 31, Part 2, Chapter 2.5, Section 50470 of the California Health and Safety Code, and establishes specific terms, conditions and procedures for the distribution, award and expenditure of PLHA Program funds. The PLHA Final Guidelines, Notice of Funding Availability, and new information as it becomes available, can be accessed at: <https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>.

In order for a Proposal to be considered for award of a PLHA Agreement pursuant to this RFP process, Proposers must be able to comply with the purpose, and all applicable requirements, of the PLHA Program, including, without limitation, any and all applicable requirements set forth in the relevant legal authorities and the PLHA Guidelines and Notice of Funding Availability, all as may be amended from time to time.

3.2 Organizational Requirements:

In order to be considered for award of a PLHA Agreement pursuant to this RFP process, Proposers, and all proposed subcontractors, must be incorporated as a designated 501(c)(3) nonprofit organization which is exempt from taxation under Subtitle A of the Internal Revenue Code or a local or tribal governmental agency, except for any city, including a charter city, which are ineligible organizations.

3.3 Administrative Requirements:

A. Administrative and Program Controls. In order to be considered for award of a PLHA Agreement pursuant to this RFP process, Proposers must have all of the following administrative and program controls in place at the time of contract execution:

1. Written policies, procedures and/or best practices which demonstrate the Proposer's ability to address the needs of the Target Population.
2. Written policies, procedures and/or best practices which demonstrate the Proposer's ability to adhere to the County's Housing First Principles which are attached hereto as Attachment C – Humboldt County Housing First Principles and incorporated herein by reference as if set forth in full.
3. Written conflict of interest, grievance, non-discrimination and accessibility policies and procedures which demonstrate the Proposer's ability to comply with any and all applicable local, state and federal, laws, regulations and standards.

4. Written data collection policies, procedures and/or other evidence which demonstrate the Proposer's ability to collect project-related data via the County's Homeless Management Information System.
 5. Written fiscal and accounting policies, procedures and/or other evidence which demonstrate the Proposer's ability to track the emergency shelter, navigation center or street outreach activities performed, and any and all costs and expenses incurred, as part of the proposed PLHA project.
 6. Written technical policies, procedures and/or other evidence which demonstrate the Proposer's ability to utilize the County's Coordinated Entry System for the purpose of prioritizing and matching members of the Target Population to appropriate programs and services, if applicable.
 7. Written record retention policies, procedures and/or other evidence which demonstrate the Proposer's ability to prepare and maintain project-related records in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. Performance Standards.** In order to be considered for award of a PLHA Agreement pursuant to this RFP process, Proposers must be capable of ensuring that the proposed emergency shelter, navigation center or street outreach activities will be performed by qualified, efficient and discreet employees and/or volunteers in strict accordance with any and all applicable local, state and federal, laws, regulations and standards, including, without limitation, participant confidentiality and any standard or special instructions provided by the County.
- C. Participant Involvement.** In order to be considered for award of a PLHA Agreement pursuant to this RFP process, Proposers must be capable of ensuring that members of the Target Population will be involved, to the maximum extent possible, in the performance of the proposed emergency shelter, navigation center or street outreach activities.

3.4 Licensure, Certification and Accreditation Requirements:

In order to be considered for award of a PLHA 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 at the time of contract execution.

4.0 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. The County hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustment to the following schedule of events shall be

provided to all Proposers.

EVENT		DATE
1.	RFP Issued by County:	[] [], 2021
2.	Deadline for Submission of Written Questions:	[~2 weeks after 1.] [], 2021
3.	Deadline for Responses to Questions:	[~1 week after 2.] [] [], 2021
4.	Deadline to Submit Proposals:	[~4 weeks after 1.] [], 2021, 4:00 p.m.
5.	Completion of Proposal Evaluation Process:	[~3 weeks after 4.] [], 2021
6.	Recommendation of Award to Board of Supervisors	[~4-5 weeks after 5.] [], 2021
7.	Contract Start Date:	To be determined

5.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

5.1 Proposal Submission:

Proposers shall prepare and submit one (1) electronic copy of the Proposal in PDF format via email by **4:00 p.m. Pacific Standard Time, [] [], 2021**. Proposals shall be signed by an authorized representative of the Proposer, and must be transmitted as an attachment to an email with a subject line which clearly indicates that it pertains to "**RFP No. 2021-[]**" along with the date and time for submission of Proposals. Proposals that are unsigned or signed by an individual not authorized to bind the Proposer will be rejected. Proposals shall be sent to the County electronically at the following address:

COUNTY: Housing Trust Fund & Homelessness Solutions Committee
 c/o Humboldt County Planning and Building Department
 Attention: Michelle Nielsen, Senior Planner
 mnielsen@co.humboldt.ca.us

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

5.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the deadline for submission of Proposals set forth in this RFP by submitting a written notification of withdrawal signed by the Proposer's authorized representative. Proposals will become the County's property after the submission deadline has passed.

5.3 Proposal Modification:

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

5.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to comply with the requirements, specifications and standards set forth in this RFP. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposers from the obligation to comply with 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.

5.5 Expenses Incurred in Preparing Proposals:

The County shall not accept any responsibility for, or pay any costs or expenses associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal. Such expenses are to be borne exclusively by the Proposer.

5.6 Right to Reject Proposals:

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

5.7 Public Records and Trade Secrets:

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act (Government Code § 6250 et seq.). However, if prior to the award of a contract further negotiations are contemplated, the County must discern whether public disclosure should await the completion of the negotiations. In these circumstances the County must establish that the public interest in nondisclosure clearly outweighs the public's interest in disclosure (Government Code § 6255; *Michaelis, Montanari and Johnson v. Superior Court (Los Angeles)* (2006) 38 Cal.4th 1065).

The Request for Proposals and all responses are considered public information with the exception noted above and for trade secrets specifically identified, which will be handled according to state statutes or other laws. Any information that contains trade secrets shall be communicated to County by the respondent. Any page of the

proposal that is deemed to be a trade secret by the respondent shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.

Public Information Requests prior to award may publish the respondents of the RFQ but not the proposals until the award is made.

5.8 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 solicit or assist in procuring a PLHA Agreement as a result of this RFP process, nor that any such person will be employed in the performance of such PLHA Agreement without immediate divulgence of such fact to the County.

6.0 REQUIRED FORMAT OF PROPOSALS:

6.1 General Instructions and Information:

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

1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments.
2. Proposals must be submitted by a single Proposer for a single PLHA project. Collaborative and/or multi-project Proposals will be rejected by the County.
3. Proposals must be complete and specific unto themselves. For example, "See *Enclosed Manual or Brochure*" will not be considered an acceptable response.
4. Proposals must provide information which enables the County to properly evaluate the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP in a manner that is concise and to the point.
5. All information, statements, letters and other documentation and attachments required by this RFP must be included in the Proposal.
6. Receipt of all Addenda to this RFP, must be acknowledged on the RFP Signature Affidavit sheet attached to the Proposal.

B. Presentation Requirements. In order to be considered for award of a PLHA Agreement pursuant to this RFP process, Proposals must be uniformly typed in twelve (12) point font, with each section and subsection clearly titled, each page

consecutively numbered, including all attachments, each page having one (1) inch margins and each page being clean and suitable for copying.

C. Formatting Requirements. In order to be considered for award of a PLHA Agreement pursuant to this RFP process, Proposals shall follow the format outlined herein. Failure to follow the format set forth in this RFP may result in the Proposal being rejected by the County as non-responsive. Each Proposal shall consist of the following sections and subsections:

- 1.0 Introductory Letter
- 2.0 Table of Contents
- 3.0 Signature Affidavit
- 4.0 Professional Profile
 - 4.1 Organization Overview
 - 4.2 Overview of Qualifications and Experience
- 5.0 Project Description
 - 5.1 Project Design
 - 5.2 Project Budget
- 6.0 Supplemental Documentation
- 7.0 Exceptions, Objections and Requested Changes
- 8.0 Required Attachments

6.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, describe the Proposer's vision for developing, implementing and maintaining the proposed PLHA project. The letter shall summarize why the Proposal meets the requirements of this RFP. The introductory letter must also provide the Proposer's contact information, including, without limitation, the name, address and telephone number of a representative that is authorized to communicate with the County on behalf of the Proposer.

6.3 Signature Affidavit:

Each Proposal must contain a signed and completed Signature Affidavit, 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 and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

6.4 Table of Contents:

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 8.0 in the order listed above, and any subsections thereof, with sequential page numbers.

6.5 Professional Profile:

Proposals shall include a clear and concise description of the Proposer's ability to meet the program objectives, local funding priorities, requirements, specifications and standards set forth in this RFP.

A. Organization Overview. The professional profile must contain an overview of the structure and operation of the Proposer's organization, which includes, at a minimum, all of the following:

1. The Proposer's organization name, physical location, mission statement, legal organizational 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 organization, including the date when the organization 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 organization name, and any other names under which the Proposer has performed emergency shelter, navigation center or street outreach activities equivalent to those that will be performed as part of the proposed PLHA project.
 - c. The number of years the Proposer has been performing emergency shelter, navigation center or street outreach activities equivalent to those that will be performed as part of the proposed PLHA project.
 - d. The number of government agencies for which the Proposer has performed emergency shelter, navigation center or street outreach activities equivalent to those that will be performed as part of the proposed PLHA project.
3. A detailed description of any litigation regarding the performance of emergency shelter, navigation center or street outreach activities equivalent to those that will be performed as part of the proposed PLHA project that has been brought by or against the Proposer, including the nature and result of such litigation, if applicable.
4. A detailed description of any fraud convictions related to the performance of emergency shelter, navigation center or street outreach activities equivalent to those that will be performed as part of the proposed PLHA project, 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 regulatory requirements, if applicable.
7. A detailed description of any controlling or financial interest the Proposer has in any other organizations, or whether the Proposer's organization is owned or controlled by any other organizations. If the Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.

B. Overview of Qualifications and Experience. The professional profile must contain an overview of the Proposer's qualifications and experience regarding the performance of emergency shelter, navigation center or street outreach activities equivalent to those that will be performed as part of the proposed PLHA project, which includes, at a minimum, all of the following:

1. A detailed description of the Proposer's, and each subcontractor's, overall experience regarding the performance of emergency shelter, navigation center or street outreach activities equivalent to those that will be performed as part of the proposed PLHA project, which includes specific examples of the outcomes and successes of such activities, as applicable.
2. A detailed description of the Proposer's, and each subcontractor's, knowledge of the legal and procedural requirements pertaining to an emergency shelter, navigation center or street outreach activities equivalent to those that will be performed as part of the proposed PLHA project.
3. A detailed description of the relevant qualifications and experience of the members of Proposer's staff, and the members of each subcontractor's staff, that will be performing emergency shelter, navigation center or street outreach activities as part of the proposed PLHA project, including, without limitation, job titles, responsibilities, special training, licenses and certifications.
4. A detailed description of how the qualifications and experience of the members of Proposer's staff, and the members of each subcontractor's staff, that will be performing emergency shelter, navigation center or street outreach activities as part of the proposed PLHA project will help meet the program objectives, local funding priorities, requirements, specifications and standards set forth in this RFP.

6.6 Project Description:

Proposals shall include a clear and concise description of the proposed PLHA project which identifies the Proposer's ability to comply with the program objectives, local funding priorities, requirements, specifications and standards set forth in this RFP.

A. Project Design. The project description must contain a description of the type

and overall design of the proposed PLHA project, which includes, without limitation, all of the following:

- 1.** A detailed description of the overall goals of the proposed PLHA project, which includes without limitation, all of the following:
 - a.** How many individuals will be served by the proposed PLHA project and for what period of time.
 - b.** Whether the proposed PLHA project will serve eligible members of the Target Population.
 - c.** How the proposed PLHA project will assist in the County's effort to address the urgent physical needs of the Target Population as a component of street outreach that helps members of the Target Population obtain and retain housing, and provides shelter by way of emergency shelter or navigation center.
 - d.** The geographic area(s) where services will be delivered and provided to the Target Population.
- 2.** A detailed description of the emergency shelter, navigation center or street outreach activities that will be performed as part of the proposed PLHA project which includes, without limitation, all of the following:
 - a.** How such emergency shelter, navigation center or street outreach activities meet the PLHA Program requirements set forth in Section 301 of the PLHA Guidelines and the local funding priorities set forth in this RFP.
 - b.** Any and all other sources of financing that will be utilized to fund the emergency shelter, navigation center or street outreach activities that will be performed as part of the proposed PLHA project, if applicable.
 - c.** Any and all rehabilitation and conversion timelines and unit breakdowns that pertain to any emergency shelter activities that will be performed as part of the proposed PLHA project, if applicable.
- 3.** A detailed description of any subpopulations within the Target Population that will be specifically served by the proposed PLHA project, which includes, without limitation, evidence of an unmet need for emergency shelter, navigation center or street outreach activities that are designed to serve each specific subpopulation and evidence of existing funding in Humboldt County for programs that address the needs of the members of the Target Population that will not be served by the emergency shelter, navigation center or street outreach activities that will be performed as part of the proposed PLHA project.
- 4.** A detailed description of how the proposed PLHA project will be staffed,

which includes, without limitation, a summary of the process by which staffing levels will be determined, how such staffing will ensure the effective and efficient implementation of the proposed PLHA project, the extent to which members of the Target Population will be involved in the performance of the proposed emergency shelter, navigation center or street outreach activities and whether such individuals will be paid employees or volunteers.

5. A detailed description of how the proposed PLHA project will ensure that members of the Target Population are connected to other appropriate services and resources, including, without limitation, primary care, behavioral health, employment, benefits advocacy, legal assistance services, and housing.
 6. A detailed description of the systems and processes that will be utilized to collect data related to, and evaluate the performance of, the emergency shelter, navigation center or street outreach activities conducted as part of the proposed PLHA project, which includes, without limitation, the process for collecting and analyzing program and participant-level data, the process for entering program and participant-level data into the County's Homeless Management Information System, the method for measuring the success of the emergency shelter, navigation center or street outreach activities being performed and the steps that will be taken if identified performance targets are not met.
 7. A detailed description of how the proposed PLHA project adheres to the County's Housing First Principles, which includes specific programmatic examples, as appropriate.
 8. A detailed description of how the proposed PLHA project complies with, or is exempt from, the prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.*, if applicable.
- B. Project Budget.** The project description must contain a project budget which includes an itemized list of all of the expenditures of PLHA Program funds associated with the proposed project in a form that is substantially similar to the budget template that is attached hereto as Attachment B – Proposed Budget and incorporated herein by reference as if set forth in full. In addition to the above-referenced budget information, Proposals should also include a detailed explanation of how the costs and expenses in each budget line item were estimated and the justification for such costs and expenses.

6.7 Supplemental Documentation:

Proposals shall include a list of any and all documents that will assist the County in evaluating the Proposer's ability to comply with the program objectives, local funding priorities, requirements, specifications and standards set forth in this RFP, including, without limitation, any and all administrative policies, procedures and best practices

that must be in place prior to execution of a PLHA Agreement, any and all required licenses and certification and/or accreditation documents, job descriptions and evidence of prior program performance, including, but not limited to, copies of any local, state or federal reports filed for projects similar to the proposed PLHA project which contain data that has been entered into the County's Homeless Management Information System.

6.8 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms, conditions, local funding priorities, requirements, specifications and standards set forth in this RFP prior to submitting a Proposal in response hereto. Any exceptions, objections or requested changes to any portion of this RFP shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP. Protests based on any exception, objection or requested change 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.

6.9 Required Attachments:

In order to be considered for award of a PLHA Agreement pursuant to this RFP process, Proposals must contain copies of any and all documents listed in Section 6.7 – Supplemental Documentation of this RFP. Failure to include copies of any such documentation may result in the Proposal being rejected as non-responsive.

7.0 MODIFICATION AND CORRECTION OF PROPOSALS:

7.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the program objectives, local funding priorities, requirements, specifications and standards set forth in this RFP. If a Proposer discovers any ambiguity, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County electronically at the following address:

COUNTY: Housing Trust Fund & Homelessness Solutions Committee
c/o Humboldt County Planning and Building Department
Attention: Michelle Nielsen
mnielsen@co.humboldt.ca.us

Any and all requests for clarification or correction and any other questions pertaining to this RFP must be received by the County on or before [REDACTED] [REDACTED], 2021. All responses to such requests for clarification or correction and written questions received by the County will be posted on the County's Purchasing Website (<http://www.co.humboldt.ca.us/purchase>) on or before [REDACTED] [REDACTED], 2021.

7.2 Addenda:

Any and all modifications to this RFP shall be made and distributed by written Addenda. Addenda to this RFP, if necessary, will be distributed via email to all Proposers and will be posted on the County's Purchasing website. Addenda issued by the County interpreting or modifying any portion of this RFP shall be incorporated into any and all Proposals, 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 Proposer.

8.0 EVALUATION CRITERIA AND REVIEW PROCESS:

8.1 Evaluation Criteria

After the Proposals are received and opened by the County, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the proposed PLHA project meets the program objectives, local funding priorities, requirements, specifications and standards set forth herein. In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Organizational Experience and Capacity – 10 Points:** The Proposer's experience in performing emergency shelter, navigation center or street outreach activities equivalent to those that will be performed as part of the proposed PLHA project.
- **Project Design and Expected Outcomes – 40 Points:** The Proposer's ability to perform emergency shelter, navigation center or street outreach activities that will benefit members of the Target Population in accordance with the program objectives, requirements, specifications and standards set forth in this RFP.
- **Project Budget – 10 Points:** The Proposer's ability to perform emergency shelter, navigation center or street outreach activities that will benefit members of the Target Population in a cost-efficient manner.
- **Alignment with Local Funding Priorities - 30 Points:** The Proposer's ability to perform emergency shelter, navigation center or street outreach activities that promote the local funding priorities set forth in this RFP.
- **Alignment with Community Needs - 10 Points:** The Proposer's ability to perform emergency shelter, navigation center or street outreach activities that best meet the needs of the community, as evidenced by the County's Homeless Strategy and Implementation Plan, in accordance with the program objectives, requirements, specifications and standards set forth in this RFP.

8.2 Evaluation Process

All complete Proposals will be reviewed by an impartial ad hoc subcommittee of the

HTFHSC. The subcommittee will present the funding award recommendations to the HTFHSC as an agenda item as part of either a regular meeting or a special meeting held in accordance with Section 7 of Resolution 18-73.

The HTFHSC may directly request clarification of Proposals, and/or interviews with, one (1) or more Proposers. The purpose of any such requests for clarifications or interviews shall be to ensure the HTFHSC's full understanding of the Proposer's ability to perform the emergency shelter, navigation center or street outreach activities that will be conducted as part of the proposed PLHA project. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing, as appropriate. Any delay caused by a Proposer's failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

The HTFHSC will advise the Director of the Planning and Building Department, and any interested supervisor upon request, of the HTFHSC's recommended funding selection in writing, and request that the Planning and Building Department provide a staff report of the HTFHSC's recommendation to the Board of Supervisors.

The Director of the Planning and Building Department may appoint an RFP Evaluation Committee comprised of non-conflicted members of the HTFHSC, County staff members and/or other parties that have expertise or experience with the PLHA Program objectives and eligibility requirements.

All contacts made with the County during the evaluation, review and selection process shall be through Senior Planner, Michelle Nielsen (see Section 7.1 for contact information). Attempts by the Proposer to contact any other County representative during the review and selection process may result in rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer about this RFP process.

9.0 CONTRACT DEVELOPMENT:

9.1 Contract Negotiation Process:

Once the evaluation, review and selection processes set forth in this RFP have been completed, the County will notify each Proposer of the final rankings and negotiate the terms and conditions of the final PLHA Agreements with the highest-ranking Proposers. The highest-ranking Proposers shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by a Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal.

9.2 Scoping Meetings:

The highest-ranking Proposers may be asked to attend a scoping meeting to ensure that the Proposers have a full understanding of the terms, conditions and requirements that will be included in the PLHA Agreements. The Scoping meeting will also provide

the highest-ranking Proposers with an opportunity to ask technical questions regarding implementation of the proposed PLHA project.

9.3 Award of PLHA Agreements:

If the County determines, after the completion of the contract negotiation process, to award contracts for implementation of the proposed PLHA projects, PLHA Agreements shall be sent to the Successful Proposers for signature. Successful Proposers shall enter into a PLHA Agreement with substantially the same terms and conditions as the Professional Services Agreement attached hereto as Attachment D and comply with the terms and conditions required by the County. The professional services agreement between the Successful Proposer and County is subject to approval by County Counsel, Risk Manager and the Board of Supervisors. A Successful Proposer shall identify in writing any requested exceptions to the specified terms. Objections to the terms and conditions not made prior to submission of the response are deemed waived. Once signed copies have been returned to the County, the PLHA Agreements will be submitted to the Humboldt County Board of Supervisors for review and approval. It should be noted that the Humboldt County Board of Supervisors may, at its sole discretion, choose to approve, reject or modify any or all of the PLHA Agreements resulting from this RFP process. The County hereby reserves the right to award PLHA Agreements to the Proposers which, in the sole judgment thereof, best serves the County's interests. No Proposal shall be binding upon the County until a PLHA Agreement is signed by duly authorized representatives of both the Successful Proposers and the County.

9.4 Contractual Requirements:

- A. Term.** Any and all PLHA Agreements 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, any PLHA Agreement resulting from this RFP process based on the availability of PLHA Program funds.
- B. Termination for Cause.** If, in the County's opinion, a Successful Proposer fails to adequately implement the proposed PLHA project within the agreed upon timelines, fails to adequately perform the agreed upon emergency shelter, navigation center or street outreach activities or otherwise fails to comply with the terms and conditions set forth in any PLHA 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 PLHA 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 any PLHA Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice.
- D. Termination due to Non-Appropriation of Funds.** The County's obligations under any and all PLHA Agreements 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 any PLHA Agreements resulting from this RFP process upon seven (7) days advance written notice.

- E. Reporting Requirements.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the Successful Proposers 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 any PLHA Agreements resulting from this RFP process must 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. Preparation and Maintenance of Financial and Performance Records.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the Successful Proposers will be required to prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the implementation of the proposed PLHA projects, and to maintain and preserve said records for at least three (3) years from the date of final payment under the PLHA Agreements, 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.
- G. Inspection of Financial and Performance Records.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the Successful Proposers will be required to make any and all financial, performance and payroll records, documents and other evidence relating to the implementation of the proposed PLHA projects available during normal business hours to inspection, audit and reproduction by the County and any other duly authorized local, state and/or federal agencies, including, without limitation, the California State Auditor's Office. Successful Proposers will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.
- H. Project Monitoring.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the County will have the right to monitor all activities related to implementation of the proposed PLHA projects, including, without limitation, the right to review and monitor the Successful Proposers' records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the PLHA Agreements. The Successful Proposers will be required to cooperate with corrective action plans, if deficiencies in their records, policies, procedures or business 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 Proposers' performance.

- I. **Disclosure of Confidential Information.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the Successful Proposers will be required to protect all confidential information obtained pursuant to the terms and conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act; the United States Health Information Technology for Economic and Clinical Health Act; the United States Health Insurance Portability and Accountability Act of 1996 and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in 45 of the C.F.R. Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- J. **Non-Discrimination Compliance.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the Successful Proposers 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; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time.
- K. **Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the Successful Proposers 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 PLHA Agreement if it is determined that a Successful Proposer falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- L. **Assignment.** Any and all PLHA Agreements resulting from this RFP process shall not be assignable by the Successful Proposers without prior approval from the County.
- M. **Indemnification Requirements.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the Successful Proposers will be required to hold harmless, defend and indemnify the 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 fees and other costs of litigation, arising out of, or in connection with, the Successful Proposers' negligent performance of, or failure to comply with, any of the obligations contained in the PLHA Agreements, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

- N. Insurance Requirements.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the Successful Proposers will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. The Successful Proposers shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of any PLHA Agreements resulting from this RFP process.
- O. Compliance with Applicable Laws and Licensure Requirements.** In connection with the execution of any PLHA Agreements resulting from this RFP process, the Successful Proposers will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the implementation of the proposed PLHA projects. In addition, Successful Proposers will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.
- P. Jurisdiction and Venue.** Any and all PLHA Agreements resulting from this RFP process shall be governed by the laws of the State of California. Any disputes regarding the PLHA Agreements 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.

10.0 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, if the County determines that cancellation is in the County's best interest for any reason, including, without limitation: the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith, or the County determines, after review and evaluation of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify this RFP as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to fund any proposed PLHA projects, or to pay any costs incurred in the preparation of any Proposals.

REQUEST FOR PROPOSALS – NO. 2021-[]
PERMANENT LOCAL HOUSING GRANTS PROGRAM

ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Proposal)

REQUEST FOR PROPOSALS – NO. 2021-[] SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

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 organization and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. 2021-[] and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Date

Name

Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any
 Addendum # [] Addendum # [] Addendum # [] Addendum # []

REQUEST FOR PROPOSALS – NO. 2021-[]
 PERMANENT LOCAL HOUSING ALLOCATION GRANTS PROGRAM

ATTACHMENT B – PROPOSED BUDGET
 (Submit with Proposal)

A. Personnel Costs	
<i>Formula for salary calculations and any benefits should be clearly identified</i>	
Title: Hourly Rate of Pay or Salary Calculation: Duties Description:	\$
Title: Hourly Rate of Pay or Salary Calculation: Duties Description:	\$
Total Personnel Costs:	\$
B. Operational Costs	
Item: Description:	\$
Item: Description:	\$
Total Operational Costs:	\$
C. Supplies	
Item: Description:	\$
Item: Description:	\$
Item: Description:	\$
Total Supply Costs:	\$
D. Transportation/Travel (Travel expenses must follow Humboldt County Travel Policy Limits)	
Item: Description:	\$
Item: Description:	\$
Total Transportation/Travel Costs:	\$
E. Other Costs	
Item: Description:	\$
Item: Description:	\$
Item: Description:	\$
Total Other Costs:	\$
Grand Total:	\$

*Any and all PLHA Program funds awarded as a result of this RFP process must be expended, in accordance with any and all applicable PLHA Program requirements by [xxxxx one year from the date the Board of Supervisors executes the agreement].

*Any and all costs set forth in each line item of the proposed project budget must be an eligible cost under the relevant PLHA Program requirements.

REQUEST FOR PROPOSALS – NO. 2021-[]
PERMANENT LOCAL HOUSING ALLOCATION GRANTS PROGRAM

ATTACHMENT C – HUMBOLDT COUNTY HOUSING FIRST PRINCIPLES

1. Participants are moved into permanent housing as quickly as possible, with no service or program readiness requirements.
2. The project's rules are limited to participant safety, and do not try to change or control participants or their behaviors.
3. The project uses a trauma-informed approach.
4. The project does not require detox treatment and/or days of sobriety to enter.
5. The project does not conduct drug testing.
6. The project does not prohibit program entry on the basis of mental illness diagnosis and does not have a policy requiring medication and/or treatment compliance to enter.
7. The project does not bar participants based on past, non-violent rules infractions.
8. The project accepts all participants regardless of sexual orientation or gender identification and follows all fair housing laws.
9. The project does not exclude participants with zero income and/or limited to no work history.
10. If the project is short-term or time-limited, the services provided to enrolled participants should be focused primarily upon securing permanent housing and enhancing housing stability upon exit, as opposed to building "housing readiness," attaining sobriety, or adherence to treatment.
11. The project does not terminate program participants for any of the above listed reasons. The project also does not terminate participants for:
 - a. Low or no income;
 - b. Current or past substance use;
 - c. History of domestic violence;
 - d. Failure to participate in supportive services;
 - e. Failure to make progress on a service plan; and
 - f. Criminal records, with the exceptions of restrictions imposed by federal, state or local law or ordinance.

12. If the project entails housing placement and/or housing stability services, program staff treat eviction and/or termination of housing as a last resort. Before termination/eviction, staff should engage as many other alternative strategies as are applicable and reasonable, including, without limitation:

- a.** Conflict resolution;
- b.** Landlord mediation;
- c.** Support with rental/utility arrears;
- d.** Tenancy skills building; and
- e.** Relocation.

DRAFT

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

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

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

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

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

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the [type of services that will be provided] services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the [Title of Department Head or Division Director], or a designee thereof, hereinafter referred to as "[Short Title for Department Head or Division Director]."

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [_____] [___], 20[___], unless sooner terminated as provided herein.

OR

2. TERM:

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

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required

hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

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

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED] and [REDACTED] Dollars (\$ [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED]. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY [annual/semi-annual/quarterly/monthly] invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, [Short title of Department Head or Division Director] and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and 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 by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: [Name of Department] – [Name of Division]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: [Name of Department] – [Name of Division]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

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

7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and

other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. 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 of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations,

policies, procedures and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, 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 into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.

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

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, 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, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, 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, but not limited to, 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).

OR

- 2. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
- 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

OR

- 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. If CONTRACTOR has no employees, CONTRACTOR may sign the following certification in lieu of Workers' Compensation Insurance:

"I hereby agree to comply with the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with state law, throughout the term of this Agreement."

CONTRACTOR: _____ Date _____
 [Name of Signatory]
 [Job Title]

- 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

- 1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are

covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 2. 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.
 3. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 4. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

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

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR 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. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all

applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. 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.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. 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.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement 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.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

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

29. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to [Short title of Department Head or Division Director] in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any

and all subcontracts shall be subject to all applicable terms and conditions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

31. 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, "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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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, 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.

37. 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.

38. 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. 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.

39. 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, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[NAME OF CONTRACTOR]:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____

[Name of Purchasing Agent]
Humboldt County Purchasing Agent

OR

By: _____ Date: _____

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

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES

[Name of Contractor]

[Agreement Term]

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

1. SERVICES:

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

2. SCHEDULE:

[List and describe project milestones/timeline for performance]

3. DELIVERABLES:

[List and describe deliverables]

4. ACCEPTANCE CRITERIA:

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

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

8. RESTRICTIONS:

CONTRACTOR may either be restricted from driving in the performance of duties, in which case the following clause would be included in the professional services contract and attached scope of services, or may provide automobile/motor liability insurance as defined in paragraph 15 of the professional services contract.

EXHIBIT B

SCHEDULE OF RATES

[Name of Contractor]
[Agreement Term]

[Brief description of the compensation to be provided to CONTRACTOR]

1. RATE OF COMPENSATION:

[List and describe each specific rate to be charged CONTRACTOR under the Agreement]

2. EXPENSES:

[List and describe expenses to be reimbursed by COUNTY under the Agreement, as applicable]

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