

**PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
COUNTY OF HUMBOLDT AND
XODUS GROUP, INC.
FOR FISCAL YEARS 2023-2024 THROUGH 2024-2025**

This Agreement, entered into this ____ day of _____, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Xodus Group, Inc., a Texas corporation hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office – Economic Development Division desires to retain a qualified professional organization to provide macro and micro stakeholder, workforce, supply chain and mapping assessment services related to offshore wind and port development off the coast of Humboldt County which are fully funded by a Workforce Innovation and Opportunity Act Grant Award totaling One Million Five Hundred Thousand Dollars (100%) from the United States Department of Labor; 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 assessment services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR hereby agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County Economic Development Director or a designee thereof.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2025, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement by giving thirty (30) days advance written notice, 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 thirty (30) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Four Hundred Fifty Thousand Dollars (\$450,000.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Seventy-Seven Thousand (\$177,000.00) for fiscal year 2023-2024 and Two Hundred Seventy-Three Thousand Dollars (\$273,000.00) for fiscal year 2024-2025. In the event that the maximum amount payable for a specified fiscal year is not reached, the remaining balance thereof will be added to the maximum amount payable for the following fiscal year. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

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

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COUNTY: Humboldt County Administrative Office – Economic Development Division
Attention: Scott Adair, Economic Development Director
825 Fifth Street, Room 112
Eureka, California 95501

6. NOTICES:

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

COUNTY: Humboldt County Administrative Office – Economic Development Division
Attention: Scott Adair, Economic Development Director
825 Fifth Street, Room 112
Eureka, California 95501

CONTRACTOR: Xodus Group, Inc.
Attention: Hillary Bright, Vice President Renewables – United States
99 Summer Street, Suite 1720
Boston, Massachusetts 02110

AND

Xodus Group, Inc.
Attention: Victoria Appleby, Contracts Manager
99 Summer Street, Suite 1720
Boston, Massachusetts 02110

7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement and 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.

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- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONTRACTOR hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. State Contractual Requirements. CONTRACTOR hereby agrees to comply with any and all applicable confidentiality, privacy, data security and intellectual property requirements contained in the Workforce Innovation and Opportunity Act Subgrant Agreement (Subgrant No. AA211007), as amended, that COUNTY has with the California Employment Development Department, which are incorporated herein by reference as if set forth in full.
- C. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with any and all applicable local, state and federal laws, regulations or standards.

11. SUSPENSION AND DEBARMENT:

- A. Legal Compliance. CONTRACTOR hereby agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations and standards, including, without limitation, the applicable provisions of the regulations implementing Executive Orders 12549 and 12689 and 2 C.F.R. Part 180.
- B. Certification of Eligibility. By executing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.
 2. Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.
 3. Are not presently indicted for, or otherwise criminally or civilly charged by a local, state or federal governmental entity with, commission of any of the offenses referenced herein.
 4. Have not, within a three (3) year period preceding execution of this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause.
- C. Effect of Non-Compliance. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as provided herein.
- D. Incorporation of Provisions. CONTRACTOR shall incorporate the provisions set forth herein, without substantial modification, into any subcontracts related to the services provided pursuant to the terms and conditions of this Agreement.

12. LOBBYING RESTRICTIONS:

- A. Legal Compliance. CONTRACTOR hereby agrees to comply with any and all applicable lobbying restrictions set forth in Section 1352 of Title 31 of the United States Code (“U.S.C.”), 2 C.F.R. Section 200.450 and 29 C.F.R. Part 93 and any other applicable local, state and federal laws, regulations and standards.
- B. Certification of Eligibility. By executing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, including, without limitation, subcontracts, subgrants and contracts under grants, loans and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.
- C. Effect of Non-Compliance. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352 (Byrd Anti-Lobbying Amendment). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.
- D. Incorporation of Provisions. CONTRACTOR shall incorporate the provisions set forth herein, without substantial modification, into any subcontracts related to the services provided pursuant to the terms and conditions of this Agreement.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 188 of the Workforce Innovation and Opportunity Act; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); 29 C.F.R. Part 38; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the

California Code of Regulations are incorporated into this Agreement by reference as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

15. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

16. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of

the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

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

17. 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 hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

CONTRACTOR: Xodus Group, Inc.
Attention: Victoria Appleby, Contracts Manager
99 Summer Street, Suite 1720
Boston, Massachusetts 02110

18. LIMITATION OF LIABILITY:

- A. Limited Warranty. CONTRACTOR hereby warrants and guarantees that it shall perform the services required pursuant to the terms and conditions of this Agreement in a professional and workmanlike manner that is consistent with prevailing industry standards to ensure that such services are free from defects. In the event COUNTY notifies CONTRACTOR of any defects in the services provided pursuant to the terms and conditions of this Agreement within six (6) months after the completion thereof, CONTRACTOR shall, subject to COUNTY's operational requirements, take any and all action necessary to correct any defects in the services arising from any default of CONTRACTOR.
- B. Limitation of Damages. Notwithstanding anything to the contrary, neither party shall be responsible or liable, with respect to any terms or conditions of this Agreement, or terms or conditions related thereto, under any contract, negligence, strict liability or other theory for, any indirect, exemplary, incidental, special or consequential damages of any kind, even if informed of the possibility of such damages in advance. In no event shall the total cumulative liability of either party arising from, or in connection with, this Agreement exceed the maximum amount payable for the licenses and services provided hereunder.

19. RELATIONSHIP OF PARTIES:

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

20. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures, standards and contractual requirements applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable provisions of the Workforce Innovation and Opportunity Act (29 U.S.C. Sections 3101, *et seq.*) and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.

- C. Federal Funding Requirements. CONTRACTOR hereby agrees to comply with any and all applicable requirements set forth in the Federal Funding Accountability and Transparency Act, 2 C.F.R. Part 200, 2 C.F.R. Part 2900 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.
- D. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act (42 U.S.C. Sections 12101, *et seq.*), 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.
- E. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- F. Environmental Requirements. CONTRACTOR hereby agrees to comply with any and all applicable environmental requirements set forth in the Clean Air Act (42 U.S.C. Sections 7401, *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. Sections 1251, *et seq.*) and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.
- G. Child Support Requirements. CONTRACTOR hereby agrees to comply with any and all applicable local, state and federal laws, regulations and standards relating to child and family support enforcement, including, without limitation, disclosure of information and compliance with earnings assignment orders, as set forth in California Family Code Sections 5200, *et seq.* CONTRACTOR hereby certifies that, to the best of its knowledge, it is currently complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- H. Workforce Innovation and Opportunity Act Subgrant Agreement. The deliverables and activities per the scope of services in this agreement are supported by the Workforce Investment Opportunity Act (WIOA) as part of two awards to the COUNTY totaling \$1.5 Million Dollars (WIOA Additional Assistance Grant, Phase 1 and Phase 2) with zero (0) percent financed from non-federal sources. CONTRACTOR hereby agrees to comply with any and all applicable provisions of the Workforce Innovation and Opportunity Act Subgrant Agreement (Subgrant No. AA211007), as amended, that COUNTY has with the California Employment Development Department, which are incorporated herein by reference as if set forth in full. In the event, of any conflict in the terms and conditions set forth in COUNTY's Workforce Innovation and Opportunity Act Subgrant Agreement (Subgrant No. AA211007), as amended, and the terms and conditions set forth in this Agreement, the terms and conditions set forth in COUNTY's Workforce Innovation and Opportunity Act Subgrant Agreement (Subgrant No. AA211007), as amended, shall control.

21. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason

any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

22. 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.

23. PROTOCOLS:

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

24. 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.

25. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

26. 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.

27. WAIVER OF DEFAULT:

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

28. 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.

29. AMENDMENT:

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

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30. 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.

31. TITLE TO INFORMATION AND DOCUMENTS:

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

32. 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.

33. ADVERTISING AND MEDIA RELEASE:

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

34. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

35. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court

costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due,

performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

36. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(D) – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 16 - Indemnification shall survive the expiration or termination of this Agreement.

37. 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.

38. 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.

39. INDEPENDENT CONSTRUCTION:

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

40. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

41. 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.

42. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to

be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means

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

43. 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.

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

XODUS GROUP, INC.:

By: Hillary N. Bright Date: 3rd April 2024
Hillary Bright, Vice President Renewables – United States

By: V Appleby Date: 3rd April 2024
Victoria Appleby, Senior Contacts and Commercial Advisor

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Elishia Hayes, County Administrative Officer

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management

LIST OF EXHIBITS:

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

EXHIBIT A
SCOPE OF SERVICES

Xodus Group, Inc.

For Fiscal Years 2023-2024 through 2024-2025

CONTRACTOR hereby agrees to provide all of the following:

1. Assess the relevant local, regional, state, and federal level stakeholders along with their areas of responsibility and influence on the offshore wind supply chain and workforce development.
2. Build a comprehensive stakeholder database and ontology to identify and map relationships, existing programs, etc., to be considered and leveraged when developing actions, relevant at both a micro and macro level. Where herein, micro refers to Humboldt County, and macro refers to Humboldt, Del Norte, Mendocino counties and Tribal Nations.
3. Engage and survey key stakeholders to supplement the identification and description of known and anticipated industry supply chain and workforce needs.
4. Describe and assess the current supply chain and workforce capability using a robust, established methodology for both micro and macro level.
5. Describe and assess the relevant developing wider offshore wind landscape to provide necessary context and detail of complementary or competitive activities.
6. Perform a gap analysis on offshore wind preparedness and impacts, workforce development, supply chain, as well as business support and partner mapping and capacity, relevant to micro and macro level.
7. Synthesize insights into an accessible SWOT framework to articulate the current position, enable comparison against established goals and objectives, and support action planning. The SWOT analysis will be conducted for offshore wind preparedness and impacts, workforce development, supply chain, as well as business support and partner mapping and capacity. The SWOT will be conducted for both micro and macro level.
8. Identify and prioritize actions for supply chain and workforce development, including comparison and assessment against similar, existing programs for lessons learned and supporting descriptions of purpose, budget, impact, ownership, risks, etc.
9. Describe actions on a roadmap of activities that show the proposed timeline, sequencing, duration, ownership, relationships, etc. for offshore wind preparedness and impacts, workforce development, supply chain, as well as business support and partner mapping and capacity, relevant to both micro and macro levels.
10. Maintain regularly scheduled project progress meetings throughout the duration of the scope to enable the exchange of knowledge and insights.
11. Review and coordinate with existing and ongoing Humboldt County port and harbor infrastructure studies. Moffatt and Nichol provided planning services to support the County and the District by assessing the waterfront facility and infrastructure constraints, opportunities, and needs to support the full range of potential offshore wind industry needs. If not publicly available, the County will provide Xodus with the Moffatt and Nichol report, and Xodus will coordinate with Moffatt and Nichol to include their findings on offshore wind infrastructure needs, exiting facilities assessment and waterfront parcel uses assessments into this study. The results of the Moffatt and Nichol study will

serve as a basis for our analysis and will be taken into consideration during the development of our deliverables.

12. And other services as defined in the Xodus Scope of Services for Humboldt County FY23/24 – FY24/25, i.e., “Proposal for the Provision of Humboldt Supply Chain and Workforce Assessment” (Assignment B400092-S00 Document B-400092-S00-R-PROP-001)

CONTRACTOR further agrees to provide all of the following:

1. Property Owner Engagement and Interviews. CONTRACTOR will reach out to major property owners in key areas of Samoa, Fields Landing and Eureka. Working with landowners and HCEDD, CONTRACTOR will develop information regarding opportunities and constraints as well as the landowner’s areas of interest and concerns pertaining to offshore wind port development. Additionally, CONTRACTOR will help landowners identify the highest and best uses for their property to support the offshore wind industry.
2. Stakeholder Engagement. CONTRACTOR will reach out to stakeholders including utility providers and transportation agencies to develop further information regarding existing infrastructure and improvements that would be beneficial to support the offshore wind industry.
3. Workshops. CONTRACTOR will facilitate a workshop with landowners and stakeholders to further develop information regarding existing infrastructure/utilities and improvements that would be beneficial to support the offshore wind industry.

**EXHIBIT B
SCHEDULE OF RATES**

Xodus Group, Inc.

For Fiscal Years 2023-2024 through 2024-2025

A. Personnel Costs	
Title: Principal Staff Fees	\$46,240.00
Description: Total contracted fees for principal staff services and support throughout the term of the agreement.	
Title: Senior Staff Fees	\$213,610.00
Description: Total contracted fees for senior staff services and support throughout the term of the agreement.	
Title: General Staff Fees	\$112,000.00
Description: Total contracted fees for general staff services and support throughout the term of the agreement.	
Total Personnel Costs:	\$371,850.00
B. Operational Costs	
Item: Back office support	\$31,480.00
Total Operational Costs:	\$31,480.00
D. Transportation/Travel	
Item: Air travel	\$6,050.00
Item: Accommodation	\$5,500.00
Item: Car hire/mileage	\$1,650.00
Item: Per diem	\$3,520.00
Total Transportation/Travel:	\$16,720.00
E. Other and Indirect Costs	
Item: Subcontracted support	\$29,950.00
Total Other Costs:	\$29,950.00

EXHIBIT C
SAMPLE INVOICE FORM
 Xodus Group, Inc.
 For Fiscal Years 2023-2024 through 2024-2025

(Place on agency letter head)

INVOICE

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

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date of Service	Quantity	Description of Service	Rate	Total