

**AGREEMENT
BETWEEN THE COUNTY OF HUMBOLDT AND REDWOOD COAST ENERGY
AUTHORITY FOR THE DESIGN AND CONSTRUCTION OF ELECTRIC VEHICLE
CHARGING STATIONS AND ACCESSIBLE PATH OF TRAVEL UPGRADES AT
CALIFORNIA REDWOOD COAST- HUMBOLDT COUNTY AIRPORT**

This Agreement is made and entered into on the last date of signature of all parties ("Effective Date"), between the County of Humboldt, a political subdivision of the State of California ("COUNTY") and Redwood Coast Energy Authority ("RCEA"), a joint powers authority.

RECITALS

- A. COUNTY owns and operates the California Redwood Coast- Humboldt County Airport located at 3561 Boeing Ave, McKinleyville, CA 95519 ("ACV").
- B. RCEA promotes the adoption of electric vehicles in its region, and actively seeks funds to plan, implement, and manage an electric vehicle public charging infrastructure. To further this goal, RCEA seeks relationships with site hosts to expand the network of public electric vehicle charging stations in its region and ensure consistent driver and site host satisfaction.
- C. The Parties seek to collaborate on a project for the professional design and construction of electric vehicle charging stations ("EVCS") and associated accessible path of travel ("POT") upgrades at the ACV (collectively, "EVCS Project").
- D. In addition, the COUNTY will complete additional path of travel and accessible parking (collective, "ADA Project").

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DESCRIPTION OF PROJECT:

The purpose of this Agreement is to establish agreed cost shares and responsibilities required of each party for the installation of four (4) EVCS at the ACV together with POT upgrades in a manner consistent with the Americans with Disabilities Act ("ADA") .

The scope of work at ACV for the ADA Project and EVCS Project shall include the following items:

- A. Professional surveying of the proposed area for both projects; as depicted in Exhibit A, attached;
- B. Design and construction of four (4) EVCS charging stalls to be constructed out of concrete, with one (1) to be ADA accessible;

- C. Design and installation of all required underground utilities for the installation of the EVCS charging stalls;
- D. ADA accessible POT linking the new EVCS to the ACV terminal main entrance which includes an accessible crosswalk, two (2) accessible curb ramps and replacement of non-compliant sidewalk; and
- E. Construction of eight (8) ADA compliant parking stalls.

Both Projects will be designed by licensed professional architects and engineers in good standing and constructed by a licensed Class B General Contractor selected by COUNTY using the required public project bid process. All proposed work is to be reviewed, approved and permitted through all federal, state, and/or local authorities having jurisdiction (each, an "Authority Having Jurisdiction") for both Projects including but not limited to Humboldt County through its Planning and Building Department.

Both Projects shall be developed and designed to meet all current and applicable codes, laws, regulations, and professional standards, regardless of whether such laws are specifically stated in this contract. The 2019 California Building Code ("CBC") and 2010 ADA Standards for Accessible Design ("ADAS") will be the basis of accessibility regulations and building code regulations.

2. OBLIGATIONS OF RCEA:

RCEA agrees to provide the following:

- A. RCEA will procure at its own expense and provide to COUNTY 100% design and complete construction documents including a specification manual for all work related to the design and installation of all systems in the EVCS Project. Specifications shall be formatted using COUNTY's standard specification manual format on templates provided by the COUNTY.
- B. RCEA will procure at its own expense the design, materials, labor, and construction of the EVCS charging stations, related utilities, and infrastructure, including but not limited to electrical, underground utilities, concrete, sitework, compaction, flatwork, striping, signage, special inspections and detectible warnings.
- C. RCEA will be responsible for paying 100% of the cost of the design and construction, including but not limited to electrical, underground utilities, concrete, sitework, compaction, flatwork, striping, signage, and detectible warnings of the EVCS charging stalls and POT connecting to COUNTY's work as outlined below.
- D. RCEA will be responsible for paying 38% of the total costs associated with retaining a third-party professional surveyor to survey both Project areas as depicted in Exhibit A: Survey Area.

- E. Following California Building Code requirements, RCEA agrees to contribute up to 20% of the total costs associated with the EVCS Project which will be applied towards COUNTY's cost for the ADA Project POT components.
- F. RCEA will be responsible for 38% of the costs for Certified Access Specialist (CASP) assessments of the EVCS Project and ADA Project.
- G. Bidding and Award Phase Deliverables for RCEA:
 - 1. Attend the Pre-Bid Meeting.
 - 2. Respond to bidder inquiries pertaining to the Plans and Specifications relating to EVCS installation.
 - 3. Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment, as requested by COUNTY or to respond to bidder requests pertaining to EVCS construction.
- H. Construction Phase and Closeout Deliverables.
 - 1. Attend Pre-Construction Meeting
 - 2. Attend Construction Meetings to be held at construction site. Provide documentation of any observations of defective work, work not in conformance with plans and specifications, and lack of progress of work. The COUNTY will work to coordinate meeting schedule with RCEA's other local project meetings.
 - 3. Review submittals and issue necessary interpretations, clarifications and requests for information (RFIs) regarding the Contract Documents and provide assistance with preparation of change orders directly related to project scope of services.
 - 4. Inspect work to determine if work or portions of work are substantially complete, and for development of one (1) punch list, and final completion.
 - 5. Achieve project closeout or obtain sign-off and/or letter of completion with Authority Having Jurisdiction.
- I. RCEA will reimburse COUNTY for 38% of the costs associated with all required formal bidding notices.
- J. RCEA will reimburse COUNTY for 100% of all independent third-party special inspection expenses, if any, that pertain to the installation of the EVCS charging stalls and related components such as but not limited to soils compaction testing and concrete slump testing.
- K. RCEA will prepare and forward an MOU to establish an EVCS operations and maintenance agreement for both parties to execute.

3. OBLIGATIONS OF COUNTY:

The COUNTY will provide the following:

- A. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of RCEA's duties and obligations contained herein shall be submitted to COUNTY's representative.
- B. All draft reports, sketches, proposals and other documents prepared by RCEA and agents pursuant to the terms and conditions of this Agreement shall be reviewed for compliance with any and all applicable ADA and accessibility requirements by COUNTY's Independent Licensed Architect. COUNTY shall provide RCEA with a written response pertaining to the review of documents prepared by RCEA pursuant to the terms and conditions of this Agreement within fifteen (15) calendar days from the receipt thereof. COUNTY will provide standard specification manual format templates for RCEA's use to develop specifications.
- C. COUNTY will prepare construction drawings, prints and specifications for all proposed work that falls outside of the design and installation of the EVCS Project. COUNTY will prepare, oversee and coordinate execution of all agreements related to the survey of the site.
- D. COUNTY will coordinate with Authority Having Jurisdiction for review and permitting of the Project.
- E. COUNTY is responsible for formal public bidding, project advertisement, project formal notices, Board of Supervisor project approvals, reception of bids, selection of responsive and responsible bidders, execution of agreements, project management and oversight, project special inspections including but not limited to compaction, slump testing and CASp assessments and project closeout, for both Projects. COUNTY will coordinate with RCEA EVCS Project Engineer to prepare bid documents to reflect distinct work line items for each Project, oversee construction of EVCS Project work, coordinate EVCS Project change orders, and approve EVCS Project final completion.
- F. COUNTY will be financially responsible for the remaining balance of ADA modifications proposed in this Project that are not covered as part of RCEA's 20% agreed cost share described in Section 2.E, above. The COUNTY will invoice RCEA separately for RCEA cost share.
- G. COUNTY will contract with an architectural design firm to prepare drawings, plans and specifications for the ADA Project, and will incorporate all drawings, plans and specifications provided by RCEA and agents for the EVCS Project into a final bid ready document with a bid form that supports clear delineation of bid prices between both Projects.

- H. COUNTY, as the owner of the airport property, will act as lead agency throughout the life of this Agreement and reserves the right to accept or reject any construction modifications proposed by parties that have entered into this Agreement.
- I. COUNTY will be responsible for 62% of the total costs associated with retaining a third-party professional surveyor to survey the proposed project area. COUNTY will prepare, oversee and coordinate execution of all agreements related to the survey of the site.
- J. COUNTY will be responsible for 62% of the costs associated with all required formal bidding notices
- K. COUNTY will be responsible for 62% of the costs associated with the Certified Access Specialist (CASP) assessments of plans and specifications for the EVCS Project and ADA Project.
- L. COUNTY will execute an MOU with RCEA for the EVCS operations and maintenance agreement.
- M. COUNTY will work with RCEA and agents to comply with grant invoicing requirements.

4. INVOICING:

A. COUNTY will invoice RCEA on the first date of each month for project completed work based off of the agreed upon cost share and a unit cost schedule which will be submitted by project contractor within ten (10) business days of the issuance of Notice to Proceed. Payment shall be remitted to COUNTY within thirty (30) calendar days of invoice date. Checks shall be made out to "County of Humboldt" and shall be sent to the following address:

County of Humboldt
County Administrative Office ADA Compliance Team
Attn: Travis I Smith, CAO Project Manager
825 5th Street, Room 112
Eureka, CA 95501

Invoices shall be sent to RCEA using the following address:

Redwood Coast Energy Authority
Attn: Dana Boudreau
633 3rd Street

Eureka, CA 95501

5. TERMINATION:

- A. Breach of Agreement. If, in the opinion of one Party, the other Party fails to adequately perform the services required within the time limits specified therein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, the first Party shall have the right to cancel or terminate this Agreement immediately, upon notice.
- B. Without Cause. Either Party may terminate this Agreement without cause, at any time, upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. Each Party'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, either Party may, at its sole discretion, determine whether this Agreement shall be terminated. The Party deciding to terminate this Agreement for insufficient funds shall provide the other Party seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation. In the event this Agreement is terminated, COUNTY shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions of this Agreement through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to either Party due to a breach of this Agreement by the other Party.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and 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
ADA Compliance Team
Attention: Travis I Smith, CAO Project Manager
825 Fifth Street, Room 112
Eureka, California 95501

RCEA: Redwood Coast Energy Authority
Attention: Dana Boudreau
633 3rd Street
Eureka, CA 95501

7. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each Party agrees to timely prepare accurate and complete financial, performance and payroll records 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 under this Agreement, 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. The books and 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 each Party, and its subconsultants, 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 other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. Each Party hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by the other Party and any other duly authorized local, state or federal agencies. Each Party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by the other Party and any other duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the services provided pursuant to the terms and conditions of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, 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 a Party's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by the first Party.

8. MONITORING:

Each Party agrees that the other Party has the right to monitor all activities related to this Agreement, including the right to review and monitor each Party's records, programs or procedures, at any time, as well as the overall operation of each Party's programs in order to ensure compliance with the terms and conditions of this Agreement. Each Party will cooperate with a corrective action plan, if deficiencies in its records, programs or procedures are identified by the other Party. However, the monitoring Party is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by the other Party pursuant to the terms of this Agreement.

9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In connection with the execution of this Agreement, either Party may receive information that is confidential under local, state or federal law. the Party receiving said confidential information hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures, and standards.
- B. Continuing Compliance with Confidentiality Laws. The Parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality 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 any and all applicable local, state and federal laws, regulations or standards pertaining to confidentiality and/or privacy.

10. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, each Party, and its respective subconsultants, 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. Each Party further assures that it, and its subconsultants, 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 Title 41 of the Code of Federal Regulations Part 60; and any other applicable local, state and 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 Chapter 5, Division 4 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.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

12. DRUG-FREE WORKPLACE:

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

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

- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and RCEA may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if RCEA violates the certification by failing to carry out the above-referenced requirements.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, each Party (the "Indemnifying Party") shall hold harmless, defend and indemnify the other Party (the "Indemnified Party"), 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 Indemnifying Party's negligence, recklessness or willful misconduct in the performance of the services required pursuant to the terms and conditions of this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the indemnified Party.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement, shall not relieve either Party from liability under this provision. This provision shall apply to all claims for damages related to the services performed by a Party pursuant to the terms and conditions of this Agreement regardless of whether or not 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 by such Party hereunder.

14. THIRD PARTY BENEFICIARIES:

RCEA shall require that all subconsultants hereunder agree to be bound by the applicable terms and conditions of this Agreement. However, nothing herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

15. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

RCEA agrees to comply with any and all local, state and federal laws and regulations applicable to the services required by any and all terms and conditions of this Agreement. RCEA further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

16. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations

or conditions that may affect the provisions, terms 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.

17. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the Parties agree to comply with the amended provision as of the effective date of such amendment.

18. 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.

19. ASSIGNMENT:

Neither Party may 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 the first Party 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 a Party to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the Parties and to each of their heirs, executors, administrators, successors and permitted assigns.

21. WAIVER OF DEFAULT:

The waiver by either Party of any breach or violation of any requirement 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 RCEA constitute a waiver of any breach of this Agreement or any default which may then exist on the part of COUNTY. Nor shall such payment impair or prejudice any remedy available to RCEA with respect to any breach or default. RCEA shall have the right to demand repayment of, and COUNTY shall promptly refund, any funds disbursed to COUNTY which in the judgment of RCEA were not expended in accordance with the terms of this Agreement.

22. NON-LIABILITY OF COUNTY AND RCEA OFFICIALS AND EMPLOYEES:

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

23. 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.

24. STANDARD OF PRACTICE:

Each Party 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. Each Party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that acceptance of the services performed pursuant to the terms and conditions of this Agreement by one Party shall not operate as a waiver or release of any breach of this Agreement by the other Party.

25. 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 RCEA shall become the property of COUNTY. However, RCEA may retain copies of such documents and information for its records. In the event this Agreement is terminated, for any reason whatsoever, RCEA shall promptly turn over to COUNTY, without hesitation or reservation, any and all information, writings and documents pertaining to the services provided pursuant to the terms and conditions of this Agreement.

26. 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.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from both Parties prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each Party shall inform the other Party of all requests for interviews by the media related to this Agreement before such interviews take place; and the other Party shall be entitled to have a representative present

at such interviews. All notices required by this provision shall be given to the Project Manager.

28. SUBCONTRACTS:

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

29. ATTORNEY FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office or RCEA's General Counsel's office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding 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.

30. SURVIVAL:

The duties and obligations of the parties set forth in Section 7 – Record Retention and Inspection, Section 9 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this Agreement.

31. 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.

32. 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 party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

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

34. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, 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.

35. 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.

36. 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. This Agreement may be executed through verified electronic signature, PDF or in hard copy.

37. 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.

Redwood Coast Energy Authority:

By: Matthew Marshall
Matthew Marshall
Executive Director

Date: 5/18/2021

COUNTY OF HUMBOLDT:

By: Virginia Bass
Virginia Bass
Chair, Board of Supervisors

Date: 6/22/2021

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Ryan
Risk Management

Date: 06/17/2021

EXHIBIT A: Site Survey Boundaries: EVCS Project and ADA Project

