

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HUMBOLDT ECONOMIC DEVELOPMENT DIVISION
AND
REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION
AND
REDWOOD COAST CHAMBER FOUNDATION
AND
GREATER EUREKA CHAMBER OF COMMERCE
AND
NORTHERN CALIFORNIA SMALL BUSINESS DEVELOPMENT CENTER
AND
NORCAL APEX ACCELERATOR**

This Memorandum of Understanding (“Agreement”) is entered into this ____ day of _____ by and between the County of Humboldt (“County”), Redwood Region Economic Development Commission (“RREDC”), Redwood Coast Chamber Foundation, Greater Eureka Chamber of Commerce (“Eureka Chamber”), Northern California Small Business Development Center (“NorCal SBDC”), and NorCal APEX Accelerator (each a “Party” and, together, the “Parties”); to establish WindLINK, a strategic partnership focused on empowering local businesses to be educated in, and engaged with, economic opportunities related to the emerging offshore wind industry in Humboldt County.

WHEREAS, the development of the Port of Humboldt Bay and the emergence of offshore wind in the region represent significant opportunities for economic growth, business expansion, job creation, and infrastructure investment in Humboldt County; and

WHEREAS, the successful development of offshore wind energy and port infrastructure projects demands a resilient, robust, and adequately prepared supply chain to ensure the efficient and effective execution of the associated tasks and activities; and

WHEREAS, it is recognized that the integration of local and regional businesses into the supply chain for offshore wind and port development projects can yield substantial economic benefits, foster job creation, and stimulate growth in communities surrounding these initiatives; and

WHEREAS, the Parties seek to support local businesses in engaging with, and gaining a better understanding of, business and economic opportunities related to port development and offshore wind in Humboldt County; and

WHEREAS, the Parties wish to leverage their respective expertise, resources, and connections for the mutual benefit of local business and the community; and

WHEREAS, the Parties recognize a need to proactively engage and educate local businesses on how to participate in, and benefit from, the emerging offshore wind industry in Humboldt County; and

WHEREAS, the partners of the WindLINK coalition are working closely with the private owners of waterfront properties, the City of Eureka, and the Humboldt Bay Harbor, Recreation and Conservation District to understand the capabilities, needs, and opportunities for development along the industrial waterfronts of Humboldt Bay; and

WHEREAS, the County of Humboldt is working closely with the Humboldt Bay Harbor District to evaluate workforce and supply chain needs for the District's Offshore Wind Heavy-lift Marine Terminal project."

THEREFORE, it is acknowledged and emphasized that supporting and integrating local and regional businesses into the supply chain is both a strategic and social imperative, crucial to enhancing the economic, environmental, and community benefits of offshore wind energy and port development. By promoting local and regional business participation and providing opportunities for growth and collaboration, this Agreement seeks to contribute to the shared prosperity and sustainability of the regions involved.

To accomplish this, the Parties agree as follows:

AGREEMENT

1. Purpose

The purpose of this Agreement is to establish Humboldt County WindLINK, a partnership comprising the aforementioned Parties, which shall act as a resource hub for Humboldt County businesses seeking greater understanding of, and engagement with, business and economic opportunities related to port development and offshore wind.

This Agreement aims to be the first step toward equipping local businesses with the resources and knowledge necessary to understand and successfully participate in opportunities generated by the emerging offshore wind industry.

2. Commitment to Cooperate

The Parties agree to cooperate and work together in good faith for the purpose of this Agreement. Ensuring that the local business community is apprised of, and engaged in, opportunities related to the development of floating offshore wind energy off the coast of Humboldt County.

To advance this commitment, the Parties further agree to:

1. Convene monthly, and
2. Maintain regular and focused communications by informing the other Parties in a timely fashion of relevant developments that could affect or impact the purpose of this Agreement, and
3. Share relevant knowledge, experiences, resources and information with regards to the work laid out in this agreement.

3. WindLINK Program

The Parties agree to leverage their respective expertise, capabilities, and connections to develop the WindLINK program to provide resources to the local business community which help inform and empower them to better understand and engage with opportunities related to offshore wind. The resources that WindLINK provides shall include, but is not limited to, the following:

- Networking Opportunities
- Education and Training
- Technical Assistance
- Access to Capital and Financing
- Up-to-date Communication on Relevant Opportunities

These resources will be delivered and communicated to the business community in the form of quarterly meetings for businesses, a monthly informational newsletter, networking events and mixers, education and training events, timely announcements concerning industry updates and opportunities, social media announcements, and through an online internet presence which will house information, data, and resources for WindLINK participants.

4. Roles and Responsibilities

The Parties agree that, as a collective, WindLINK shall work together to proactively engage with the local business community on a regular basis to better offer resources to businesses, as defined in Section 3. This engagement may be in the form of, but is not limited to, public meetings, workshops, newsletters, social media campaigns, webinars, and business surveys. In addition, or as a part of these direct engagement activities, each Party also agrees to contribute knowledge and resources to the business community which is specific to their area of expertise. As such, the Parties agree to the following roles in supporting WindLINK and the business community;

- County of Humboldt – Program Financing and Staff Support
- RREDC – Education, Information Hosting and Access to Capital
- Eureka Chamber & Redwood Coast Chamber Foundation – Convening and Meeting Facilitation
- NorCal SBDC – General Business Technical Assistance
- NorCal APEX Accelerator – Procurement Technical Assistance

These roles may be modified with the consent of affected Parties.

5. Additional Partners

The Parties agree to welcome the inclusion of additional partners to WindLINK who share the vision and goals outlined in this Agreement. The Parties recognize that new stakeholders may contribute unique expertise, resources, or perspectives that enhance the effectiveness and impact of WindLINK.

The inclusion of additional partners will be subject to mutual agreement and documented through an amendment process outlined in Section 8 of this Agreement.

6. Marketing and Branding

The parties agree to use the WindLINK logo and font for any formal announcements, publications, materials or communication used with regards to the WindLINK program.



7. Funding and Cost Sharing Clause

Any funding, financial arrangements, or cost-sharing agreements between the parties pertaining to the work and activities outlined in this Agreement shall be documented and managed independently from this Agreement. The parties acknowledge that separate, supplementary agreements, or financial documents may be necessary to detail the terms, conditions, and obligations related to funding, contributions, or cost-sharing arrangements.

The parties commit to engaging in good faith discussions to establish such separate agreements or financial arrangements, which will be mutually agreed upon in writing and signed by authorized representatives of the involved parties. These supplementary documents will govern the financial aspects of the collaboration and will be considered binding and enforceable to the extent permitted by applicable laws.

This Agreement is not intended to replace or supersede any specific funding, financial, or cost-sharing agreements that may be required to facilitate the activities and objectives described herein. The parties understand that such separate agreements are essential to ensuring transparency, clarity, and compliance with any regulatory or financial requirements associated with the collaboration.

In the event of any conflict or inconsistency between this Agreement and any separate funding or cost-sharing agreements, the terms of the separate agreements shall prevail to the extent of such inconsistency, while the remaining provisions of this Agreement shall remain in full force and effect.

8. Amendments

Any party may initiate an amendment to this Agreement by written request. Any proposed amendment must be mutually agreed upon by the Parties.

9. Term

This Agreement shall be effective upon the date last signed and executed by the duly authorized representatives of the Parties, and shall continue in full force until December 31, 2027, unless terminated as described in Section 11.

10. Severability

If any section, subsection, phrase or clause of this Agreement is for any reason found to be invalid, such section, subsection, phrase or clause shall be severed from, and shall not affect the validity of, all remaining portions of this Agreement that can be given effect without the severed portion.

11. Termination and Dispute Resolution

The Parties, in their sole discretion, may withdraw from this Agreement due to another Party's material breach of this Agreement. In such a case, the rights and responsibilities of the withdrawing Party are terminated. Any Party seeking withdrawal or termination shall provide written notice to the other Parties, and the Party allegedly in material breach of Agreement shall have 90 days after such written notice is provided to cure the identified breach. The Parties agree to meet and confer in good faith during this 90-day period in order to resolve disputes prior to withdrawal or termination.

12. Indemnification

1. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party 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, the 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 the other party or its agents, officers, officials, employees or volunteers.
2. Comparative Liability. Notwithstanding anything to the contrary, in the event that all parties are held to be negligently or willfully responsible, the other parties will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
3. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

13. INSURANCE REQUIREMENTS:

A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.

B. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to 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, CA 95501

RREDC: RREDC
Attention: Gregg Foster
324 2nd Street, Ste 203
Eureka, CA 95501

REDWOOD COAST CHAMBER FOUNDATION:
Redwood Coast Chamber Foundation
Attn: Nancy Olsen
612 G Street, Eureka, CA 95501

GREATER EUREKA CHAMBER OF COMMERCE:
Greater Eureka Chamber of Commerce
Attn: Nancy Olsen
612 G Street, Eureka, CA 95501

NORCAL SBDC: NorCal SBDC
Attn: Wil Franklin
317 3rd Street, ste 12
Eureka, CA 95501

NORCAL APEX ACCELERATOR:
NorCal Apex Accelerator
Attn: Taylor Bowes
1 Harpst St, Arcata CA 95501

14. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between six (6) 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. Each party shall be

solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

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

THE COUNTY OF HUMBOLDT

By: _____

Name:

Title:

REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

By: _____

Name:

Title:

GREATER EUREKA CHAMBER OF COMMERCE

By: _____

Name:

Title:

REDWOOD COAST CHAMBER FOUNDATION

By: _____

Name:

Title:

NORTHERN CALIFORNIA SMALL BUSINESS DEVELOPMENT CENTER

By: _____

Name:

Title:

NORCAL APEX ACCELERATOR

By: _____

Name:

Title: