

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”), dated as of March 8, 2023 (the “Effective Date”), is by and between Wisewood Energy, an Oregon corporation (“Wisewood Energy”), with offices located at 6800 NE 59th Place, Portland, Oregon 97218, and Indian Valley Community Services District, a Californian special district, with offices located at 127 Crescent Street Suite #1, Greenville, California 95947 (“Client”).

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Services. Wisewood Energy will provide the services (the “Services”) to Client as described in more detail in the Scope of Work entered into by the parties and attached to this Agreement (the “Scope of Work”) in accordance with the terms and conditions of this Agreement. Unless otherwise provided in the Scope of Work, Wisewood Energy will supply all of the materials necessary to perform the Services. Wisewood Energy may retain such subcontractors or sub-consultants to assist in providing the Services as reasonably determined necessary by Wisewood Energy or otherwise requested by Client.

2. Client Obligations. Client will cooperate with Wisewood Energy in all matters relating to the Services and appoint a Client employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement (the “Client Contract Manager”). Client shall: (a) provide such access to Client’s premises and other facilities as may be reasonably requested by Wisewood Energy for purposes of performing the Services, (b) respond promptly (and in any event within ten business days) to any request from Wisewood Energy to provide direction, approvals, authorizations, or decisions that are reasonably necessary for Wisewood Energy to perform the Services, and (c) promptly notify (and in any event within ten business days) Wisewood Energy of any concerns with respect to the Services provided hereunder, including any concerns regarding potential defects, errors or omissions, or other issues concerning the Services. If Wisewood Energy’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, Wisewood Energy shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, whether arising directly or indirectly from such prevention or delay.

3. Change Orders. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Wisewood Energy shall, within a reasonable time after such request, provide a written estimate to Client of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; and (e) any other impact the change might have on the performance of this Agreement. Promptly after Clients receipt of Wisewood Energy’s written estimate, the parties shall negotiate and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing

4. Fees and Expenses.

(a) In consideration of the provision of the Services by Wisewood Energy, Client shall pay the fees set forth in the Scope of Work for Lump Sum projects, or according to the Fee Schedule (“Fee Schedule”) attached to this Agreement for Time and Materials projects. For Services based on a Lump Sum fee, Wisewood Energy shall issue invoices to Client monthly as a percentage of the total Lump Sum fee, based on Services performed during the preceding month. For Services provided on a Time and Materials basis, Client agrees to reimburse Wisewood Energy for all travel and out-of-pocket expenses incurred by Wisewood Energy in connection with the performance of the Services; Client further agrees to reimburse Wisewood Energy for all subcontractor or sub-consultant expenses in the full amount of the subcontractor or sub-consultant cost invoiced plus an overhead fee payable to Wisewood Energy in an amount equal to 10% of such invoiced amount (in the event Client directly pays such invoices, Client shall separately pay Wisewood Energy such 10% overhead fee). Payment terms are Net 30 days unless otherwise noted on invoices submitted by Wisewood Energy.

Services are based on: Lump Sum Time and Materials

If Time and Materials, Not to Exceed without written approval: NA or _____

(b) Unless otherwise agreed to by Parties, invoices shall be submitted to Client via email to the contact(s) below, as specified by Client:

Name: _____
Title: _____
Email: office@indianvalleycsd.com
Phone: 530-284-7224

Additional Recipient:

Name: Adam Cox
Title: General Manager
Email: adam@sectaris.partners

Notes: _____

5. Ownership of Work Product. The following sets forth the parties’ ownership and use of the work product, defined as physical and digital (i.e., .pdf and .dwg files) reports, models, and designs, developed in the performance of this Agreement by Wisewood Energy or by consultants retained by Wisewood Energy and distributed to Client (“Work Product”). Wisewood Energy and its consultants shall be deemed the author and owner of any work product that pre-exists the services provided under this Agreement (“Pre-Existing Work Product”), as such Pre-Existing Work Products were not developed in the performance of this

Agreement. Upon the making of final payment to Wisewood Energy or in the event of termination and upon payment for all sums due to Wisewood Energy, the following shall apply:

(a) Upon such payment, Wisewood Energy grants that Client an irrevocable, non-exclusive, perpetual and royalty-free license to use the Pre-Existing Work Product to the extent included in the Work Product.

(b) Upon such payment, the Client shall own the Work Product, other than the Pre-Existing Work Product; however, at no point shall the Client be provided with, or have any ownership or license of, the native energy models that are part of the Pre-Existing Work Product and were used by Wisewood to generate the materials provided to Client under this Agreement.

(c) In the event of a termination of this Agreement, Client shall have the right to use the Work Product, provided payment has been made. Client's use of the Work Product without Wisewood Energy's involvement or on other projects is at the user's sole risk, and Client shall defend, indemnify, and hold harmless Wisewood Energy and its consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from such any such re-use or any prohibited use.

6. Fee Increases. The parties agree that after the first six months of the term of this Agreement, for Services provided on a time and materials basis, Wisewood Energy may increase its standard fee rates specified in the Scope of Work upon written notice to Client; provided, that: (a) Wisewood Energy provides Client written notice of such increase at least 20 days prior to the effective date of such increase; and (b) such increases occur no more frequently than twice per contract year of the term.

7. Term.

(a) The Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services, unless sooner terminated pursuant to this Section 7.

(b) Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or (ii) (A) becomes insolvent or admits its inability to pay its debts generally as they become due; (B) becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (C) is dissolved or liquidated or takes any corporate action for such purpose; (D) makes a general assignment for the benefit of creditors; or (E) has a receiver, trustee, custodian or similar agent appointed by order

of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Both parties may cancel the Agreement at any time by mutual written agreement.

(d) Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause. As used herein, "Confidential Information" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to Clients, pricing, and marketing; Confidential Information shall not include information that: (i) is already known to the other party; (ii) is or becomes generally known by the public other than by breach of this Agreement; (iii) is developed by the other party independently of, and without reference to, any Confidential Information provided under or in connection with the Services or this Agreement; or (iv) is received from a third party who is not under any obligation to maintain the confidentiality of such information.

(e) Upon termination of this Agreement before the full term is reached, Client shall pay Wisewood Energy in full through the termination date for Services performed and any reasonable costs incurred due to the early termination of those Services.

8. Confidential Information. A party that receives or acquires Confidential Information under this Agreement (a "Receiving Party") shall not to disclose or otherwise make available Confidential Information of the party that discloses Confidential Information under this Agreement (a "Disclosing Party") to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and legal advisors who have a "need to know," who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Agreement. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under this Agreement or to make use of the Services. The Receiving Party shall immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of the Confidential Information of the Disclosing Party.

9. Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the

legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

10. Third Party Use. The Work Product is for Client's use only in connection with the Services provided under this Agreement. While Wisewood Energy will perform its Services in accordance with applicable professional standards, its Services are not intended to be relied upon by third parties. Any use by a third party of the Work Products provided to Client shall be at the third party's risk. Any such third parties must exercise its own due diligence with regard to the performance of the project. Client agrees to indemnify and hold harmless Wisewood Energy from third party claims related to or based upon the Services or Work Product provided to Client.

11. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT: (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) WISEWOOD ENERGY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

12. Limitation of Liability and Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE OR PASSIVE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE OR PASSIVE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO WISEWOOD ENERGY PURSUANT TO THIS AGREEMENT.

13. Force Majeure Events. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) war, invasion, pandemics, riot or other civil unrest; (iv) actions, embargoes, tariffs, or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; or any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force

Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

14. Non-Exclusivity. Wisewood Energy retains the right to perform the same or similar type of services for third parties during the term of this Agreement.

15. Promotional Use. Wisewood Energy may reference its engagement by Client to provide the Services in public communications, which may include photographs, video, and other forms of documentation, provided that Wisewood Energy complies with the terms and conditions of Section 7 (Confidential Information). Any social media handles (i.e., Facebook, Instagram, etc.) that Client may wish to have included in public communications are listed below; Wisewood Energy makes no guarantee that specified social media handles will be included in public communications, unless otherwise agreed to by the Parties:

- a) _____
- b) _____
- c) _____
- d) _____

16. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Multnomah County, Oregon in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

17. Enforceability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Relationship of Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. Entire Agreement. This Agreement, together with the Scope of Work, and constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of the Scope of Work, the following order of precedence shall govern: (a) first, this Agreement; and (b) second, the Scope of Work.

20. Assignment. Client shall not assign this Agreement, including by operation of law, pursuant to a change of control, or otherwise, without Wisewood Energy's prior written consent, which Wisewood Energy may provide in its sole discretion.


21. Counterparts. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WISEWOOD ENERGY

By: Andrew Haden, President

INDIAN VALLEY COMMUNITY
SERVICES DISTRICT



By: Adam Cox

Its: General Manager

Indian Valley Community Services District

WISEWOOD ENERGY

IVCSD Wood Energy Grant Applications

Time & Materials Scope of Work

3/6/23

Services provided by Wisewood Energy will be based on Client needs as mutually determined over the course of the project, and billed on a Time and Materials basis. Services are expected to include, but not be limited to, the following activities, subject to change at any time as mutually agreed to in writing:

1. Preparation of one application to the US Forest Service Wood Innovation Grant for design and planning of a wood energy facility to serve IVCSD buildings and potentially other future loads, due 3/23/23. Tasks expected to include material organization, narrative development, budget development, compilation of supporting documentation, and other activities as needed.
2. Additional grant applications may be added as determined by the Client.

Indian Valley Community Services District



IVCSD Wood Energy Grant Applications

Time & Materials Fee Schedule

3/6/23

Classification	Rate
Principal/ Technical Lead	\$ 210
Site Supervisor	\$ 185
Construction Project Manager	\$ 185
Engineering Project Manager	\$ 180
Electrical Engineer	\$ 180
Mechanical Engineer 1	\$ 170
Mechanical Engineer 2	\$ 165
Director of Operations	\$ 160
Construction Administrator	\$ 160
Mechanical Designer	\$ 155
Director of Business Development	\$ 145
Policy Analyst	\$ 140
Controls Technician	\$ 140
Project Development Manager	\$ 140
CAD Designer	\$ 130
Project Manager/ Procurement Specialist	\$ 130
Project Manager/ Procurement Specialist	\$ 130
Energy Analyst	\$ 120
Project Data Assistant	\$ 85
Plant Maintenance Technician 1	\$ 70
Plant Maintenance Technician 2	\$ 30

Travel Expenses	Rate
Travel Rate	\$ 90
Mileage	Current IRS Allowed Amount
Per Diem	Current IRS Allowed Amount
Other Travel Related Expenses	Actual Expense

Consultants	Rate
Consultant Billings	Actual Expense + 10%
Consultant Reimbursable Expenses	Actual Expense + 10%

Note: Hourly rates and expenses subject to change at least once per year.