



**Collective Cannabis Branding, Promoting and Marketing Strategy
for Humboldt County
Frequently Asked Questions
Issued November 15, 2019**

Table of Contents

1.	Proposal Submission/Contents.....	1
A.	General.....	1
B.	Proposal Format.....	1
2.	Award Process.....	2
A.	General.....	2
B.	Selection Committee.....	2
C.	Eligible Companies.....	2
D.	Selection Process.....	3
E.	Timeframe for Finalists Presentation & Format.....	3
3.	Budget.....	4
A.	Funding Source & Amount.....	4
B.	Fiscal Year.....	5
C.	Expenses/Allocation.....	5
4.	Collaboration.....	5
A.	General.....	5
B.	Other Agencies/Potential Proposal Partners.....	7
5.	Stamp Program.....	7
A.	General.....	7
B.	Approach/Criteria for Stamp Program.....	8
6.	Research / Data.....	8
A.	General.....	8
B.	Visitors.....	9
C.	History of Marketing Efforts.....	9
7.	Approach / Strategies.....	9
A.	Goals.....	9
B.	Priorities.....	10
C.	Branding/ Positioning.....	10
D.	Products.....	11



**Collective Cannabis Branding, Promoting and Marketing Strategy
for Humboldt County
Frequently Asked Questions
Issued November 15, 2019**

E.	Target Audience	11
F.	Use of Media/Marketing Tools	11
G.	Measurement/Success Metrics	11
H.	Tools.....	12
I.	Training	12
J.	Competition	12
8.	Technology.....	12
A.	General.....	12
B.	Content Management System	12
C.	Website	13
9.	Project Execution	13
A.	Key Dates	13
B.	Approach.....	13
C.	County.....	13
10.	Existing Models	14
11.	Local Economy	14
12.	Culture & Politics.....	14
A.	History of illegality	14
B.	Support for Permitting/Compliance	15
13.	Additional Questions.....	15



**Collective Cannabis Branding, Promoting and Marketing Strategy
for Humboldt County
Frequently Asked Questions
Issued November 15, 2019**

1. Proposal Submission/Contents

A. General

The RFP requests other pertinent documents that will be used to facilitate the terms and conditions of this RFP. What are these?

- This means documents which may be specific to or proprietary to the individual bidder, and not county specific documentation.

Does the Cost Proposal need to wholly comply with the format as provided in Exhibit B?

- No. Exhibit B is an example, though please consider that any rates provided will be compared to other rates, and in their respective formats.

Can you please provide the Signature Affidavit form in Microsoft Word format so that we don't need to recreate it?

- No. Please print, sign and scan the signature affidavit.

How many proposers total have indicated interest in responding?

- This information will not be disclosed at this time.

B. Proposal Format

Please clarify the number of proposal copies required, format requirements and submission deadline

- The proposer should submit one original and 7 copies.
- Proposals can be presented in any format that meets the requirements outlined in the RFP. There is no page limit, but please limit proposals to a reasonable size.
- The proposals are due Saturday, November 30, but please note that county offices are closed on Friday, November 29 and Saturday, November 30. County staff will NOT be available for questions or assistance on those days. County staff will monitor email receipt date/times and postage receipt date/times to ensure compliance with deadline. The county does encourage bidders to submit their proposals prior to the deadline.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions Issued November 15, 2019

The RFP lists the website <http://co.humboldt.ca.us/>, which doesn't work for us. Is there a website we should be referencing for this RFP?

- The county's website is: <https://humboldt.gov/>

Under proposal sections on page 14, Section "I" is missing. Is that how it should read in our RFP response as well?

- Please follow the detailed content requirements in the RFP on page 14-18 (the section "I" omission on page 14 was a typo)

2. Award Process

A. General

Do you intend to make 1 award or multiple?

- The County reserves the right to negotiate the terms of the Professional Services Agreement for this project with one or more proposers.

B. Selection Committee

How will the winning proposal be selected?

- All firms that meet the requirements outlined in the RFP are eligible to submit a proposal. A seven-member ad hoc committee (currently being formed) will evaluate and rank proposals received. The committee's recommendation, accompanied by staff's recommendation (staff report), will be submitted to the County Board of Supervisors, who will make the final decision regarding project award.
- Once finalized, members of the ad hoc committee will be posted on the county's Project Trellis website.

C. Eligible Companies

Will larger companies, headquartered outside Humboldt but choosing to do business in Humboldt, be eligible to participate in this campaign?

- All firms that meet the requirements outlined in the RFP are eligible to submit a proposal.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions Issued November 15, 2019

D. Selection Process

What qualifies as verification for the references provided?

- A fully completed Exhibit D is required. The proposer should expect to have references contacted by County staff. All exhibits are available online at: <https://humboldt.gov/bids.aspx?bidID=268>

How will proposals be scored and are there specific preferences given for companies meeting certain criteria?

- The award of an agreement, if made by the County, will be based upon a total review and analysis of each proposal and projected costs.
- Per RFP Section 10.0, EVALUATION CRITERIA AND REVIEW PROCESS: After the proposals are received and opened by the County, the County shall review and evaluate all proposals for responsiveness to the RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required. A seven-member ad hoc committee will evaluate the proposals and submit recommendations to the Board of Supervisors, who will make the final decision regarding project award. Ranking will be based on the following:
 1. Ability to deliver specific services outlined in the project scope – 50 points: Ability to achieve project goals outlined in Section 2.3 and meet the service requirements referenced in the project scope of work.
 2. Company Profile and References – 40 points: Proposer’s related experience in successful implementations of branding/marketing projects for government agencies of comparable size, with multiple departments. Proposer’s company profile, including stability, size, and team members.
 3. Overall cost of Project – 10 points: Total cost to provide the services outlined in the project costs.

E. Timeframe for Finalists Presentation & Format

Will finalists be invited to give presentations and if so, what format (in person, conference call, etc.) will be used?

- After evaluating the proposals, the county may invite finalists to present to the ad hoc selection committee, Board of Supervisors, or both. The date, time and format of these presentations has yet to be determined.
- Staff reserves right to alter the timeline outlined in the RFP.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions Issued November 15, 2019

3. Budget

A. Funding Source & Amount

How is this contract funded and what is the budget?

- Funding for the program will come from local cannabis excise tax revenues, cannabis fines and fees, and state funding via SB 1294.
- The project budget over the next 3 years is as follows:
 - Annual allocation is total Measure S diversion (10% of all cannabis excise tax collected)
 - Less 10% administrative fee
 - 60% of that balance dedicated to marketing through Project Trellis
- The project budget is calculated as follows
 - Fiscal Year 1 (FY1): Prorated collective cannabis marketing budget is \$432,000 minus \$75,000 (administration cost), which equals \$357,000. In addition, there is a onetime allocation from the Dept of Agriculture of \$182,292.50, \$98,437.50 of which will be added to the RFP marketing budget for the first fiscal year.
 - Total: \$455,437
 - FY2 Total Measure S diversion which is 10% of all excise tax collected, less the admin fee of 10%, then of that balance 60% toward marketing component of Project Trellis.
 - Total TBD
 - FY3 Total Measure S diversion which is 10% of all excise tax collected, less the admin fee of 10%, then of that balance 60% toward marketing component of Project Trellis.
 - Total TBD
- The county anticipates establishing a fixed cost contract under this initiative based on projections of total Measure S Revenues. If revenues exceed projections, the county has a process for making budget modifications and updates throughout the year. See this link for more information: <https://humboldt.gov/247/Budget>



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions Issued November 15, 2019

The budget for FY 2019-2020 had been prorated. Can you elaborate on why that decision was made and the likelihood it may happen again?

- County staff cannot anticipate or determine when the county BOS may make changes to the collection of cultivation tax, however it is expected that this was a one-time decision. For more information, please go to: <https://www.times-standard.com/2019/03/26/supervisors-adjust-cannabis-tax-billing-to-ease-grower-finances/>

B. Fiscal Year

What is the fiscal year for the County? And are there any provisions for shifting allocated budget from one fiscal year to the next?

- The County operates on a fiscal year that begins on July 1 and ends the following June 30. The county does have a process for making budget modifications and updates throughout the year. See this link for more details. <https://humboldt.gov/247/Budget>

C. Expenses/Allocation

Are there other project expenses/allocations that should be accounted for in our budgeting proposal?

- The County's budget for this project should be considered all-inclusive. There is no additional or separate funding for various components of the project. There are no funding obligations outside of what is included in the RFP or recommended by the proposer.

4. Collaboration

A. General

The RFP outlines the importance of “coordinating and collaborating with trade organizations, educational institutions and others as appropriate to capitalize on synergies, maximize resource utilization, and more.” What are the County’s existing relationships and are there existing partners the proposer should plan to partner with?

- The County recently renewed the contract with the Humboldt County Convention and Visitor's Bureau (HCCVB) designating the HCCVB as its DMO (Designated Marketing Organization) for tourism marketing (not specifically cannabis related). For more information, please contact the Humboldt County Visitors Bureau at (800) 346-3482 / info@VisitRedwoods.com.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions *Issued November 15, 2019*

- The county also awarded \$75,000 per year to the Southern Humboldt Business and Visitors Bureau to represent county cannabis interests at cannabis trade shows and conference events. (Please see Attachment 1 for a copy of the contract). SHBVB's materials will be (per its contract with the county) approved by the county, and may include other branding and/or messaging as defined by the county, but will be specific to those trade shows and events for which said materials were printed/created. The County retains latitude and flexibility for assigning (to SHBVB) specific messaging to be included in its materials. A general level of collaboration and communication between SHBVB and the winning bidder under this RFP will be expected.
- In addition, on May 28, 2019 the County entered into an MOU with the City of Eureka for joint marketing activities for:
 - Open sharing of resources, data, information, products, photos, videos, and other marketing-related materials produced by the staff and/or consultants of either party.
 - Quarterly recurring staff meetings and coordination.
 - An on-going commitment to work towards alignment of marketing strategies where possible and, where necessary, towards separate yet harmonized strategies that are well coordinated and complementary.
- Please find the MOU HERE: <https://humboldt.gov/DocumentCenter/View/81032/2019-11-12-SUPPORTING-DOCUMENTMOU?bidId=>
- The County hosts a Cannabis Chamber of Commerce, the Humboldt County Growers Alliance and other organizations focused on supporting and growing the cannabis industry. While this project should be considered an independent effort, the successful proposer will be expected to identify and collaborate with these and other agencies as appropriate to best coordinate and leverage efforts and funding. We look to the proposer to develop and recommend strategies to successfully accomplish these goals.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions Issued November 15, 2019

B. Other Agencies/Potential Proposal Partners

Will the county consider proposals that do not meet all the requirements of the RFP and/or can firms partner to create a comprehensive proposal?

- The County is seeking comprehensive marketing and branding proposals as outlined in the RFP. That said, the County reserves the right to negotiate the terms of the Professional Services Agreement for this project with one or more proposers.

Can you share a list of other agencies and consultants who have indicated an interest in submitting a proposal?

- No, this is confidential information.

How does this program interact with the state's appellation designation?

- Proposers can consider the state of California's CalCannabis Appellations Project and other appellation related factors in crafting their proposal, as one goal of the Collective Cannabis Branding, Promoting And Marketing Strategy For Humboldt County is to promote cannabis which is grown and cultivated in Humboldt County as a rare, unique, and high quality product.
- More information about the CalCannabis Appellations Project can be found here: <https://www.cdfa.ca.gov/calcannabis/appellations.html>

5. Stamp Program

A. General

What is the STAMP or Proof of Origin program, its history, current status and county's desired approach moving forward?

- The County's previously stamp program was managed by a vendor named SICPA Product Security, LLC, and served as the county's official "track-and-trace" program, as it was mandated by the State of California.
- The state (CA) has since selected METRC as its track-and-trace system and the county no longer needs a separate track-and-trace (STAMP) program. The County's contract with SICPA has also expired, allowing the county to explore other strategies regarding a potential voluntary STAMP program.
- Many cultivators have indicated that they believe a county STAMP, or proof-of-origin, program creates marketing value in protecting and supporting the Humboldt brand. Therefore, while a County STAMP program is no longer required by the state for track-and-trace, a stamp could still offer value for the Humboldt cannabis industry.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions *Issued November 15, 2019*

- The marketing RFP encourages applicants to provide their recommendations regarding the continued use of a STAMP program. Please note that participation in any County STAMP program would be voluntarily.
- More detail regarding prior history of former stamp program can be found here:
<https://kymkemp.com/2016/07/16/humboldt-county-marijuana-stamp-of-approval/>

B. Approach/Criteria for Stamp Program

Has the County determined any of the design criteria and/or standards for a new STAMP program, including development and implementation of complimenting apps?

- Because the County contract with SICPA has expired and the state no longer requires a separate county STAMP program, the county is free to implement new strategies regarding use, design and functionality of a new STAMP or Proof of Origin program. The County looks to each proposer to develop and present its own approach, strategies and recommendations that will allow the county to achieve project goals. This will then be evaluated to determine if and how to adopt a new STAMP program and how to integrate it into the county's cannabis marketing initiatives.

6. Research / Data

A. General

What research is available on the history and current state of the cannabis industry, brand affinity, value to the economy, etc.?

- The most recent county-affiliated research and publicly available information on the Humboldt County cannabis industry can be found in the Humboldt County Cannabis Equity Assessment. The county commissioned the California Center for Rural Policy (CCRP) at Humboldt State University and the Humboldt Institute for Interdisciplinary Marijuana Research (HIIMR) to collect secondary data to create the Humboldt County Cannabis Equity Assessment, published in August 2019. Access the document at:
<https://humboldt.gov/DocumentCenter/View/78948/Humboldt-County-Cannabis-Equity-Assessment>
- Additional information can be found through County's Planning and Building website:
<https://humboldt.gov/2240/Cannabis-Services>
- Specific strategies regarding additional research have not been identified in the RFP, and the County looks to each proposer to develop and present its own approach, strategies and recommendations in this regard.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions Issued November 15, 2019

B. Visitors

Please share information about Humboldt County's visitors/tourists.

- For information about the County's tourism industry, please contact the County's Designated Marketing Organization (DMO), the Humboldt County Convention & Visitors Bureau at (800) 346-3482 / info@VisitRedwoods.com.
- General information on the tourism industry in Humboldt County can be found at <https://www.visitredwoods.com/>.
- Information on the economic impact of cannabis and general economic development strategies, including those related to tourism, can be found here: <https://humboldt.gov/2420/CEDS>
- Additional information can be gathered using standard research methods.

C. History of Marketing Efforts

Is this a new contract? Is the county currently working with other organizations to market Humboldt County Cannabis?

- This is a new project/initiative. The County recently contracted with the Southern Humboldt Business and Visitors Bureau (SHBVB) to provide a variety of marketing services related to the cannabis industry. The successful proposer will be expected to coordinate with the SHBVB as appropriate to leverage efforts and resources. For more information, please contact the SHBVB at info@shbvb.org/ (707) 543-1755.

Does Humboldt County currently employ any "Made in Humboldt" designation or marketing for anything produced in the region?

- The non-profit Humboldt Made focuses on business development and cooperative marketing among Humboldt County's food, craft and other local makers. More information can be found here: <https://www.humboldtmade.com/>.
- Additional information can be gathered using standard research methods.

7. Approach / Strategies

A. Goals

What are the primary goals of this initiative?



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions *Issued November 15, 2019*

- Per the RFP: One goal of the COLLECTIVE CANNABIS BRANDING, PROMOTING AND MARKETING STRATEGY FOR HUMBOLDT COUNTY is to develop a highly effective branding, promotion and marketing campaign to increase Humboldt County's market share in the cannabis industry, and to promote cannabis which is grown and cultivated in Humboldt County as a rare, unique, and high-quality product.
- Successful branding and marketing efforts will ensure that Humboldt County maintains a competitive advantage in the ever-changing cannabis marketplace and will allow the County to continue to build and protect its brand and identity in the national and international cannabis industry. These efforts will further strengthen local product, local cannabis businesses, as well as related services and positioning in the market.
- The county welcomes a wide variety of competing ideas under this initiative and has issued this RFP in order to secure marketing and branding expertise. Specific strategies have not been identified in the RFP, and the County looks to each proposer to develop and present its own approach, strategies and recommendations that will allow the county to achieve these goals.
- The county has issued this RFP in order to secure marketing and branding expertise. Issues around compliance, licensing and permitting are beyond the scope of this project and addressed by the county's cannabis services team under the Planning and Building Department. **Please see the following for more information:**
<https://humboldt.gov/156/Planning-Building>

B. Priorities

What are project priorities?

- The county has issued this RFP in order to secure marketing and branding expertise. Specific priorities have not been identified in the RFP, and the County looks to each proposer to develop and present its own approach, strategies and recommendations that will allow the county to achieve project goals.

C. Branding/ Positioning

Does the County have a specific approach they want to use to brand or position Humboldt County Cannabis as unique and premium in the marketplace?

- The county has issued this RFP in order to secure marketing and branding expertise. Specific branding and positioning strategies have not been identified in the RFP, and the County looks to each proposer to develop and present its own approach, strategies and recommendations that will allow the county to achieve project goals.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions Issued November 15, 2019

D. Products

What should be considered Humboldt County cannabis-related products and services under the scope of this proposal?

- The county has issued this RFP in order to secure marketing and branding expertise. Specific strategies around products to be included in the initiative have not been identified, and the County looks to each proposer to develop and present its own approach, strategies and recommendations that will allow the county to achieve project goals.

E. Target Audience

What/Who is the primary and secondary target audience for these marketing efforts?

- The county has issued this RFP in order to secure marketing and branding expertise. Specific target audiences and target markets have not been identified in the RFP, and the County looks to each proposer to develop and present its own approach, strategies and recommendations that will allow the county to achieve project goals.

What is the intended geographic scope of this campaign – regional, national, international?

- Per the RFP: Successful branding and marketing efforts will ensure that Humboldt County maintains a competitive advantage in the ever-changing cannabis marketplace, and will allow the County to continue to build and protect its brand and identity in the national and international cannabis industry, and further strengthen local product, and local cannabis businesses, as well as related services and positioning in the market.

F. Use of Media/Marketing Tools

Had the County identified any priority marketing outputs or tools (advertising, media relations, videos, etc.?)

- The county has issued this RFP in order to secure marketing and branding expertise. Specific strategies regarding media and other communication tools have not been identified in the RFP, and the County looks to each proposer to develop and present its own approach, strategies and recommendations that will allow the county to achieve project goals.

G. Measurement/Success Metrics

Has the county set any success metrics for this project?

- Specific metrics have not been set. The county has issued this RFP in order to secure marketing and branding expertise and looks to each proposer to develop and present its own approach, strategies and recommendations that will allow the county to achieve project goals.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions Issued November 15, 2019

H. Tools

What does the county mean by “Other tools”?

- The county has not identified tools outside of what has been outlined in the RFP. The county has issued this RFP in order to secure marketing and branding expertise and looks to the proposer to develop and present an approach, strategies and recommendations that will allow the county to achieve project goals.

I. Training

What training for County staff do you anticipate for this project?

- Training needs have not been identified outside of what has been outlined in the RFP. The county looks to the proposer to develop and present an approach, strategies and recommendations that will allow the county to achieve project goals.

J. Competition

Who/What do you consider the County’s key competitors in the cannabis marketplace?

- The county looks to the proposer to assess and evaluate the cannabis marketplace, including current and potential competition, and develop and present an approach, strategies and recommendations that will allow the county to achieve project goals.

8. Technology

A. General

Will the winning firm need to integrate with existing County infrastructure? Can the Proposer offer new solutions?

- The successful Proposer will need to coordinate with the County’s IT department in development and implementing any new technology. Proposers are encouraged to offer new and innovative IT solutions. For more information about the County’s IT infrastructure, please contact IT personnel at <https://humboldt.gov/360/Information-Technology>

B. Content Management System

Does Humboldt County have a preferred content management system (CMS)?

- The county has not designated a specific Content Management System for this project and looks to the proposer to develop and present an approach, strategies and recommendations that will allow the county to achieve project goals.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions *Issued November 15, 2019*

C. Website

Do you have any specifications or features that have been pre-determined for the project website?

- The county has not developed specifications regarding website design, content, functionality, hosting or maintenance/updates for this project and looks to the proposer to develop and present an approach, strategies and recommendations that will allow the county to achieve project goals.
- Please contact the County Information technology Department for more specific information regarding the County's infrastructure, ADA requirements, etc.
<https://humboldt.gov/360/Information-Technology>

9. Project Execution

A. Key Dates

Are there any key dates or priority events we should be mindful of as we plan forward?

- Please see the dates outlined in the Request for Proposals. County staff reserves the right to modify dates as needed.

B. Approach

Can the outline of anticipated services and approach be modified? Are there any dates that should be considered?

- The county encourages each proposer to evaluate the project purpose and goals and present an approach, strategies and recommendations that includes project milestones, timing of key deliverables, etc. that will allow the county to achieve project goals. New and innovative strategies are encouraged.

C. County

What/Who is the County Team and what roles and responsibilities will they assume in this project?

- The primary point of contact for this effort will be Scott Adair, Director of Economic Development for the County of Humboldt. Project support will be offered by staff from the County Economic Development Office and County Administrative Office.



Collective Cannabis Branding, Promoting and Marketing Strategy for Humboldt County Frequently Asked Questions Issued November 15, 2019

- While the successful proposer will lead and manage project efforts utilizing specific marketing, branding and other expertise, County staff will play a critical role in reviewing and approving strategies for implementation. The proposer will also manage effective communication with the county team. Final roles and responsibilities of the County team will be confirmed after award.

10. Existing Models

Are there existing campaigns or approaches you would like this project to model?

- The county has issued this RFP in order to secure marketing and branding expertise and looks to the proposer to develop and present an approach, strategies and recommendations that will allow the county to achieve project goals.

11. Local Economy

What is the state of the Humboldt County economy including strengths and weaknesses; what is the vision for the future?

- For information about the local economy and vision for the region, please see the County's Comprehensive Economic Development Strategy: <https://humboldt.gov/2420/CEDS>
- For more specific information about the history of the cannabis industry, please see: <https://humboldt.gov/DocumentCenter/View/78948/Humboldt-County-Cannabis-Equity-Assessment>
- Other information can be gathered using standard research methods.

12. Culture & Politics

A. History of illegality

How do you want proposers to address Humboldt County's history of counterculture and participation in what used to be an illegal industry?

- This RFP, and service provided thereunder, is not intended to address cultural or political cannabis related issues though proposers are encouraged to research and understand the industry's cultural and political history, much of which is defined in the equity assessment linked here: <https://humboldt.gov/DocumentCenter/View/78948/Humboldt-County-Cannabis-Equity-Assessment>



**Collective Cannabis Branding, Promoting and Marketing Strategy
for Humboldt County
Frequently Asked Questions
Issued November 15, 2019**

- The ad hoc selection committee will be comprised of individuals representing a variety of views/experiences. The committee's thoughts/perspectives will be reflected in the ranking/scoring of proposals under this RFP and are intended to reflect a sample of the total population's perspective.

B. Support for Permitting/Compliance

Are you interested in ideas to increase small farm permit and license applications and to progress them?

- Strategies to encourage or bring growers into legal compliance are beyond the scope of this project.

13. Additional Questions

What if I have key questions about the RFP that were not addressed in this document?

- Proposers are welcome to contact County of Humboldt Economic Development Director Scott Adair if a question remains unaddressed in this FAQ or the response is unclear. Mr. Adair can be reached at sadair@co.humboldt.ca.us.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SOUTHERN HUMBOLDT BUSINESS AND VISITOR'S BUREAU
FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022**

This Agreement, entered into this 1ST day of September, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Southern Humboldt Business and Visitor's Bureau, a California non-profit public benefit 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 the services of a qualified professional to market, brand, and promote the Humboldt County cannabis industry; 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 services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Economic Development Director or designee thereof, hereinafter referred to as "DIRECTOR".

2. TERM:

This Agreement shall begin on September 1, 2019 and shall remain in full force and effect until June 30, 2022, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is

Attachment 1

reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

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

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Twenty-Five Thousand Dollars (\$225,000). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. 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 itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DIRECTOR and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: County Administrative Office – Economic Development Department
Attention: Scott Adair, Economic Development Director
520 E Street,
Eureka, CA 95501

6. NOTICES:

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

Attachment 1

COUNTY: County Administrative Office – Economic Development Department
Attention: Scott Adair, Economic Development Director
520 E Street, Eureka, CA 95501

CONTRACTOR: Southern Humboldt Business and Visitor's Bureau
Attention: Laura Lasseter
773 Redwood Drive, Suite E
Garberville, CA 95542

7. REPORTS:

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

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

Attachment 1

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

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

11. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex, including without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions, sexual orientation, including without limitation, heterosexuality, homosexuality and bisexuality, national origin, ancestry, marital status, medical condition, including without limitation cancer and genetic characteristics, mental or physical disability, including without limitation HIV status and AIDS, political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its

Attachment 1

subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 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.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will 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 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 the following:
 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 pursuant to the terms and conditions of this Agreement will:
 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

Attachment 1

2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.

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

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

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

15. INSURANCE REQUIREMENTS:

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

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, 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, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less

Attachment 1

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. 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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 provisions 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 provisions of this Agreement shall not affect coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.

Attachment 1

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 or County Counsel. 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 other available remedies, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

CONTRACTOR: Southern Humboldt Business and Visitor's Bureau
Attention: Laura Lasseter
773 Redwood Drive, Suite E
Garberville, CA 95542

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the

Attachment 1

Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

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

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the 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.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard 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 thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

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

22. AGREEMENT SHALL BIND SUCCESSORS:

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

23. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default.

Attachment 1

COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. AMENDMENT:

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

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. STANDARD OF PRACTICE:

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

27. TITLE TO INFORMATION AND DOCUMENTS:

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

28. JURISDICTION AND VENUE:

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

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to DIRECTOR.

30. SUBCONTRACTS:

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

Attachment 1

subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR 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.

31. ATTORNEYS' 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 to be performed or kept, the party prevailing 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, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action 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.

32. SURVIVAL:

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 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, 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.

36. 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, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

Attachment 1

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. 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.

[SIGNATURE PAGE FOLLOWS]

Attachment 1

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

SOUTHERN HUMBOLDT CONVENTION AND VISITOR’S BUREAU:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Rex Bohn, Chair,
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

LIST OF EXHIBITS:

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

EXHIBIT A
SCOPE OF SERVICES

Southern Humboldt Business and Visitor's Bureau
2019-2020 through 2021-2022

Market, brand, and promote the Humboldt County cannabis industry.

1. SERVICES:

Attend and participate in at least six (6) out-of-county trade show/conference events for the purpose of marketing, branding, and promoting the Humboldt County cannabis industry per fiscal year for a minimum of eighteen (18) out-of-county trade show events.

2. SCHEDULE:

- A. September 1st, 2019 to June 30, 2020: at least 6 out-of-county trade show events
- B. July 1, 2020 to June 30, 2021: at least 6 out-of-county trade show events
- C. July 1, 2021 to June 30, 2022: at least 6 out-of-county trade show events

All work and expenses must be completed by the expiration date of this Agreement.

3. DELIVERABLES:

CONTRACTOR shall provide to COUNTY for review and approval of all information material bearing the county logo including without limitation advertising, trade materials, and displays.

CONTRACTOR shall provide an annual report after each fiscal year outlining its activities and expenses under this agreement.

4. COUNTY RESPONSIBILITIES:

During the course of this Agreement, COUNTY will:

- A. Provide payment to CONTRACTOR within 30 days of receipt of invoice.
- B. Timely provide CONTRACTOR with direction and/or information as needed during term of contract.
- C. Monitor CONTRACTOR for compliance with this Agreement.

EXHIBIT B
SCHEDULE OF RATES
Southern Humboldt Business and Visitor's Bureau
2019-2020 through 2021-2022

Payment for approved costs associated with attending and participating in at least six (6) out-of-county trade show events per fiscal year.

1. RATE OF COMPENSATION shall not exceed \$75,000.00 per fiscal year.

Payment for approved trade show/conference expenses and costs as outlined below.

2. EXPENSES:

Payment for expenses shall be for actual costs unless otherwise noted.

- A. Administrative/Participation.
 - i. Staff time and expenses at actual cost.
- B. County approved advertising.
- C. Transportation/Travel.
 - i. Mileage per current IRS mileage reimbursement rate.
 - ii. Meals per COUNTY standard per diem rate.
 - iii. Hotels, flights, and car rental expenses at actual costs.
- D. Registration.
- E. Sponsorship.
- F. County approved trade materials, displays, and booth expenses.