

COUNTY OF HUMBOLDT STANDARD AGREEMENT TERMS & CONDITIONS

The following terms and conditions are attached to and incorporated into the agreement between the County of Humboldt ("COUNTY") and CONTRACTOR for provision of basic services. In the event of a conflict between COUNTY'S standard terms and conditions as set forth below, and any other provision of the agreement, COUNTY'S standard terms and conditions shall control.

ENTIRETY OF AGREEMENT

This Agreement contains all 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 its entirety any and all prior agreements of the parties.

BINDING EFFECT

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 assigns.

TERMINATION

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services and/or supply the goods required under this Agreement or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

COMPENSATION

CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed \$ _____. The rates and costs shall be as set forth, attached hereto and incorporated herein by reference.

PAYMENT

CONTRACTOR shall submit an itemized invoice to COUNTY. Payment will be made within thirty (30) days after receipt of the invoice or in accordance with any payment discount offered by CONTRACTOR.

NOTICE

Notices shall be given to COUNTY at the following address:

Humboldt County Purchasing Division
825 5th Street, Room 112
Eureka, CA 95501

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 CONTRACTOR or COUNTY. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

NON-DISCRIMINATION CLAUSE COMPLIANCE

In connection with the execution of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate in the provision of services or goods or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. This policy does not require the employment of unqualified persons.

HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act.

AMENDMENTS

No addition to, or alteration of, any term of this Agreement shall be valid unless made in writing and signed by both parties. The Humboldt County Board of Supervisors, COUNTY'S Purchasing Agent and/or his/her designee are the only authorized COUNTY representatives who may modify this Agreement.

ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

RELATIONSHIP OF PARTIES

It is understood that this is an Agreement by and between two independent contractors 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, worker's compensation and injury leave or other leave benefits.

NUCLEAR FREE CLAUSE CERTIFICATION

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 forgoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance under this Agreement. CONTRACTOR further covenants that no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform COUNTY of all CONTRACTOR'S interests, if any, which are or may be perceived as incompatible with COUNTY'S interest.

JURISDICTION AND VENUE

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

LICENSING AND PERMITS

CONTRACTOR shall comply with all State or other licensing requirements, including, but not limited to, the provisions of Chapter 9, Division 3 of the Business and Professions Code. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Humboldt, and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

PUBLIC RECORDS

All proposals and materials submitted become the property of COUNTY and are subject to disclosure under the Public Records Act, Government Code Sections 6250 *et seq.*

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.

TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective. Notice may be given as set forth in NOTICE listed above and/or in the attachment hereto and incorporated by reference.

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 reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing 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.

INSURANCE

This Agreement shall not be executed by COUNTY and CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the COUNTY Human Resources Risk Management office.

Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR, shall and shall require any of its subcontractors to, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees or assignees:

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 \$1,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned," "hired," and "non-owned" vehicles or coverage for "any auto."
3. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.

4. Insurance certificates shall be provided to and will be on record with:

County of Humboldt
Human Resources Risk Management
825 Fifth Street, Room 131
Eureka, CA 95501

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

1. The Comprehensive General Liability Policy shall provide that COUNTY, its 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, its 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 "XCU Hazards."
- c. Is primary insurance as regards to County of Humboldt.
- 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 policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under NOTICE. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

3. The inclusion of more than one insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this project, CONTRACTOR'S insurance is primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.

5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 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 remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.

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 aggregate limits set forth above.

CONTRACTOR SERVICES AGREEMENTS SUBORDINATE

CONTRACTOR understands and agrees that all CONTRACTOR service agreements are subordinate to this Agreement and that all CONTRACTOR service agreements shall be deemed to incorporate all the terms and conditions of this Agreement. CONTRACTOR service agreements shall not be construed as amendments to this Agreement or as authority for CONTRACTOR to increase the price of any product or service or to modify any term or condition of this Agreement.

APPROVED AND EXECUTED:

Corporations require two corporate officer signatures; one signature from the Chair of the Board, President or Vice President and one signature from the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

BUSINESS NAME: Western Organic Family Farms

Dorice Miranda 10/11/2020
Authorized Signature Date
Chair of Board, President or Vice President

Dorice Miranda CEO
Print Name Title

Robin Griffin 10/11/2020
Authorized Signature Date
Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Robin Griffin CFO
Print Name Title

COUNTY OF HUMBOLDT:

Authorized Signature Date

Print Name Title

APPROVED AS TO FORM:
COUNTY COUNSEL (STANDARD PREAPPROVED FORM) 12-22-2017

APPROVED AS TO FORM:
RISK MANAGER (PRE-APPROVED FORM) 12-22-2017