## **HUMBOLDT COUNTY AGREEMENT**

(Amendment to Professional Services Agreement No. with SICPA Product Security LLC, relating to us the track and trace system services, increase the Maximum Compensation, and extend the Tern)

THIS Amendment to Professional Services Agreement is made and entered into as of this 4th day of December, 2018, by and between the County of Humboldt, a political subdivision of the State of California ("County"), and SICPA Product Security LLC, a Virginia Limited-Liability Company ("Contractor"), who agree as follows.

WHEREAS, on or about September 12, 2017, the parties entered into an agreement for Contractor to provide Track and Trace system to the County (County of Humboldt Professional Services Agreement); and

WHEREAS, the parties wish to amend Professional Services Agreement to increase the maximum compensation, and extend its term; and

WHEREAS, the County desires to extend the term of services for an additional 6 months, through June 30, 2019, and update the compensation provisions.

## NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Exhibit B Payment Term of Professional Services Agreement is hereby amended to read as follows:

## III. COMPENSATION

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

Description	License Type Sq. Ft.	Unit of Measure	Price
Secure Unique Identifier (Stamp)		Each	\$0.02
Industry Participant Account Fee*		Per Industry Participant	°\$400.00
Secure Unique Identifier Shipping and Handling	<u> </u>	Per Order	\$25
One-time training fee		Per Industry Participant (2 resources per Industry Participant)	\$400
Change Orders and System Enhancements		Per Hour as authorized by the Director	\$100-\$200

<sup>\*</sup>Participation in County Track and Trace shall mandatorily apply only to Industry Participants holding Temporary licenses issued by the Bureau of Caunabis Control, California Department of Food and Agriculture's CalCannabis Cultivation Licensing, and California Department of Public Health's Manufactured Cannabis Safety Branch as of January 1st, 2019. Industry Participant Account Fee shall be payable up front as a one-time, non-refundable fee and shall cover use of Track and Trace for the term of the Agreement. For Industry Participants that join the County Track and Trace on or after April 1st, 2019, Industry Participant Account Fee shall be prorated at a rate of \$67 per month.

Provided, however, that the total amount of compensation to be paid Contractor for the services required by this Agreement shall not exceed \$2,000,000.

2. Section XIA of Agreement No. 17-256, is hereby amended to read as follows:

## IX. TERM AND TERMINATION

- A. The term of this Agreement shall be from January 1, 2019 through June 30, 2019, unless sooner terminated as hereinafter provided
- Except as specifically amended herein above, Professional Services Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above:

Gregory Dunn

Chief Financial Officer

SICPA Product Security LLC

Rex Bohn

Chair, Humboldt County Board of Supervisors

Dated: December 4, 2018