

**FIRST AMENDMENT AGREEMENT FOR
ADVERTISING AND PROMOTING HUMBOLDT COUNTY
BY AND BETWEEN COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY CONVENTION AND VISITORS BUREAU
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

This First Amendment to the Agreement for Advertising and Promoting Humboldt County dated July 5, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Humboldt County Convention and Visitors Bureau, a nonprofit corporation, hereinafter referred to as "CONTRACTOR," is entered into this 18th day of July, 2018.

WHEREAS, COUNTY, by and through its County Administrative Office, desired to make known to the national and international public the resources and advantages of Humboldt County through programs of advertising and promotion; and

WHEREAS, on July 5, 2016, COUNTY and CONTRACTOR entered into an Agreement for Advertising and Promoting Humboldt County ("Promotion Agreement"); and

WHEREAS, the parties now desire to amend certain provisions of the Promotion Agreement to increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 - Compensation of the Promotion Agreement is hereby amended to read as follows:

4. Compensation:

For and in consideration of the services to be performed under this agreement, COUNTY agrees to allocate to CONTRACTOR, subject to annual approval of COUNTY's budget by the Board of Supervisors, a sum not to exceed eighteen percent (18%) of the Transient Occupancy Tax received by COUNTY in the fiscal year ended twelve (12) months prior to the beginning of the fiscal year in which payment is made by the COUNTY, i.e. payments to CONTRACTOR during fiscal year 2018-19 shall be based on revenue received during fiscal year 2016-17. Payments to CONTRACTOR will be made in two (2) equal payments each year, upon receipt of an invoice from CONTRACTOR, and shall be due and payable the first business day during the months of July and January.

County will reimburse CONTRACTOR for a portion of actual Minimum Revenue Guarantee (MRG) expenditures paid to an airline under a MRG agreement. Reimbursement will be based on the annual increase in Transient Occupancy Tax revenue above the base year (base year is the last full year prior to additional destinations being added). Any increased Transient Occupancy Tax received will be allocated to CONTRACTOR at a rate of 50 percent, up to a minimum of \$62,500 per year, and not to exceed \$125,000 over the entire two year period of the MRG.

2. Section 6. – County Gateways of the Promotion Agreement is hereby amended to read as follows:

6. County Gateways:

CONTRACTOR recognizes that part of its responsibility, in order to provide the services outlined in Section 3, above, is to provide support for "gateways" to Humboldt County that

disseminate information which markets, promotes and advertises Humboldt County. Therefore, CONTRACTOR agrees to support the work of the following gateways: Southern Humboldt Visitor's Bureau, Garberville Information Booth, Orick Information Booth, Willow Creek Information Booth, and Arcata Visitors Center. To clarify this support, CONTRACTOR shall enter into a separate agreement with the organizations operating each gateway, and shall provide a copy of each of those agreements to COUNTY not later than January 1, 2019. Each of these agreements shall include the provisions specified in Section 15 of this agreement as well as annual reporting of work plans from each of the gateways to CONTRACTOR.

3. Section 7. – Compensation to Gateways Organizations of the Promotion Agreement is hereby amended to read as follows:

6. Compensation to Gateways Organizations:

As part of its commitment under Section 6, above, CONTRACTOR agrees to pass two percent (2%) of the total Transient Occupancy Tax received by COUNTY to the Southern Humboldt Visitor's Bureau gateway to promote tourism and the cannabis industry. CONTRACTOR agrees to pass forty percent (40%) of the remaining funding received from COUNTY pursuant to this Agreement to the gateways, as follows: 23% to Garberville Chamber of Commerce in support of the Garberville Information Booth, 6% to the Orick Chamber of Commerce in support of the Orick Information Booth, 6% to the Willow Creek Chamber of Commerce in support of the Willow Creek Information Booth, and 5% to the Arcata Chamber of Commerce in support of the Arcata Visitors Center. Such "pass-throughs" shall be made within 30 days of receipt of funds from COUNTY, and shall be documented by copies of checks or wire transfer instructions which shall be made available to COUNTY upon request.

4. All other terms of the contract are to remain unchanged.

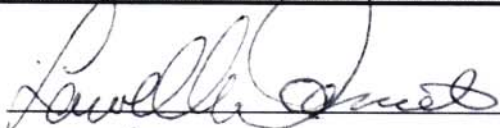
[Signatures on following page.]

IN WITNESS WHEREOF, the parties have entered into this Second Amendment 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.

REDWOOD REGION ENTERTAINMENT AND EDUCATION LIAISONS, INC.:

By:  Date: 7-18-18

Name: LOWELL B DANIELS

Title: PRESIDENT

By:  Date: 7-18-18

Name: BARBARA GROOM

Title: VICE PRES

COUNTY OF HUMBOLDT:

By:  Date: 8/21/18

RYAN SUNDBERG
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 8/10/18

Risk Management