

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN MATEO COUNTY BEHAVIORAL HEALTH
AND RECOVERY SERVICES DIVISION AND
THE COUNTY OF MONTEREY**

The purpose of this Memorandum of Understanding (MOU) is to describe and make explicit the agreement between the San Mateo County Behavioral Health and Recovery Services Division and County of Monterey regarding the Cannabis Decoded Campaign.

1. Background Information

By allowing County of Monterey to use the Cannabis Decoded messages, San Mateo County will be able to extend its messaging reach to the County of Monterey where community members may work, attend school, worship, visit family/friends, etc. The extension of the message also contributes to the community norm change we seek so that more cannabis prevention messages are placed to counter the pro-cannabis messages throughout the region.

2. Term and Termination

2.1 Term

The term of this MOU is from May 27, 2019 to June 30, 2022.

2.2 Amendment/Modification Process

All subsequent modifications or amendments shall be in writing and signed by the parties.

2.3 Termination

This MOU may be terminated by either party at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

3. Purpose

County of Monterey (herein "Participating County") enters into a cooperative and reciprocal agreement with San Mateo County Behavioral Health and Recovery Services (herein "Licensor") for non-exclusive license rights to materials, media and other assets related to the Cannabis Decoded Campaign (herein "Campaign").

3.1 Property Modifications and Fidelity to Campaign

All Campaign activities, materials, and content must be consistent with the approved Campaign strategy and brand guidelines (Exhibit A). To ensure fidelity to the Campaign, the Participating County may only develop or augment Campaign assets (to include, but not limited to: trainings, written content, digital assets, etc.) through the approved Communications Vendor identified by the Licensor, which is currently The Social Changery (herein "the Communications Vendor").

3.2 Reciprocal Usage

The Participating County agrees that any Campaign assets created under the terms of this agreement will be made available in their entire and original form to the Licensor.

3.3 Geographical Restrictions

For use by the Participating County within said county boundaries, with the note that some media purchasing may fall outside of County boundaries due to the nature of the media designated market area (DMA).

5. Communication with Licensor

Participating County agrees to provide reporting to Licensor on Campaign dissemination and outreach activities as requested by the Licensor (on no more than a quarterly basis). Participating County may provide these updates directly to: Edith Cabuslay at ecabuslay@smcgov.org or another designated point of contact as identified by the Licensor or by contracting these communications to occur through the Communications Vendor identified by the Licensor.

6. Indemnification

The Participating County and the Licensor shall mutually indemnify, defend, and hold harmless the other party, its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by either party, and/or either party's students, officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the other party and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible mutual coverage for the parties. The Participating County and Licensor shall be responsible for all of their own costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the parties are obligated to indemnify, defend and hold harmless the other party under this Agreement.

Both parties are responsible for providing proof of insurance or self-insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability. Both parties shall list the other as the certificate holder as follows:

1. County of Monterey
1270 Natividad Road
Salinas, CA 93906

2. San Mateo County Behavioral Health & Recovery Services
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

9. Contact Information

The following is contact information of the persons responsible from each party/entity for the completion and maintenance of this MOU:

9.1 San Mateo County Behavioral Health and Recovery Services Division

Name: Edith Cabuslay, MPH
Address: San Mateo County Health Promotion Unit
Behavioral Health and Recovery Services Division
310 Harbor Blvd., Building E
Belmont, CA 94002
Telephone: 650-573-2227
Facsimile:
Email: ecabuslay@smcgov.org

9.2 Monterey County Health Department


Name: Michelle House, Health Program Coordinator
Address: Monterey County Health Department
1441 Schilling Place – South 1st Floor, Salinas, CA 93901
Telephone: (831) 755-4607
Facsimile:
Email: housem@co.monterey.ca.us

~ Signature page to follow ~

Effective Date and Signatures:

This MOU shall be effective upon the signature of the San Mateo County Behavioral Health and Recovery Services and COUNTY OF MONTEREY authorized officials. San Mateo County Behavioral Health and Recovery Services Division and the County of Monterey indicate agreement with this MOU by their signatures.

Signatures and dates:



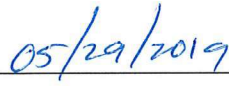
Scott Gilman, Director
San Mateo County Behavioral Health & Recovery
Services Division



Date



Elsa Jimenez
Director of Health, County of Monterey



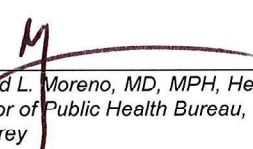
Date



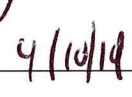
Edith Cabuslay, Manager
San Mateo County Behavioral Health & Recovery
Services Division/Community Health Promotion Unit




Date

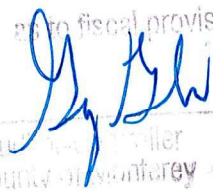


Edward L. Moreno, MD, MPH, Health Officer, and
Director of Public Health Bureau, County of
Monterey



Date

Approved as to form

Stacy Vaeth
Dep County Counsel
Monterey

Reviewed as to fiscal provisions


County Treasurer
County of Monterey 4/20/19