

**PROFESSIONAL SERVICES CONTRACT**

**Administering Agency:** Nevada County CEO Office

**Contract No.** \_\_\_\_\_

**Contract Description:** **Go Nevada County Marketing Campaign**

**PROFESSIONAL SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT** (“Contract”) is made at Nevada City, California, as of January 11, 2022 by and between the County of Nevada, (“County”), and Local Freshies, LLC (“Contractor”), a California limited liability company, who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
  
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed seventy-five thousand dollars (\$75,000).**
  
3. **Term** This Contract shall commence on, 1/11/2022. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2023, with an option for two (2) one-year renewals.
  
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
  
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
  
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and

conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

19. **Financial, Statistical and Contract-Related Records:**

19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.

- B.** If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C.** Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D.** County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
  - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
  - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact

with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County County Executive Office Department		Name of firm Local Freshies, LLC	
Address:	950 Maidu Ave	Address	2491 Pinter Ave
City, St, Zip	Nevada City, CA, 95959	City, St, Zip	South Lake Tahoe, CA, 96150
Attn:	Ariel Lovett	Attn:	Alex Silgalis
Email: ariel.lovett@co.nevada.ca.us		Email: info@localfreshies.com	
Phone:	530-265-7040	Phone:	(708) 945-9209

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed. Executed as of the day first above stated:



**Authority:** All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

Executed as of the day first above stated: January 11, 2022

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Susan Hoek, Chair, of the Board of Supervisors

By: \_\_\_\_\_

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

**CONTRACTOR: Local Freshies, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Alex Silgalis

\* Title: Owner

***\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- A: Schedule of Services
- B: Schedule of Payment
- C: Insurance Requirements
- D: Additions to the Agreement

## EXHIBIT A

### SCOPE OF SERVICES

1. Engage with two Go Nevada County Liaisons representing east and west County as primary contacts for the scope of this agreement - designated or approved by Nevada County.
  - a. Liaison responsibilities are to provide input/feedback on project milestone decisions re: website redesign.
  - b. When reasonably needed, Liaison will be lead for assistance in identifying and introducing “Content Stakeholders” across their respective areas of oversight within east or west County as experts for articles, events and other unique brand and SEO opportunities for Go Nevada County.
  - c. When or if a Liaison may change, County to provide or approve recommended community representative to serve, if deemed necessary given performance to date.
  
2. Develop and maintain a sustainable tourism website (aka, [www.GoNevadaCounty.com](http://www.GoNevadaCounty.com)) with experience-based visuals and branding to best promote Nevada County’s unique character, businesses, amenities, stewardship and events to visitors and locals.
  - a. Manage a seamless transition of taking responsibility for the existing site from The Union with minimal down time until the new website is launched.
  - b. Design, launch and maintain the new Go Nevada County website as mobile-first responsive and quality tested on all major browsers. The design, content and functionality will be engaging for users and showcase things to do and see with insider knowledge and curated content. Content organization and interactive tools on the website will be determined in the discovery phase. Known features will include social media embeds, email signup call to action integrated with an Email Service Provider (ESP) area-specific landing pages, dynamic search and content filters, and outbound links to local businesses and organizations within the context of articles and storytelling.
  - c. Through website design/structure (i.e. primary, secondary, tertiary navigation) educate new audiences unfamiliar with the County on primary well-known areas. Also, increase awareness of unique destinations and experiences within Nevada County that may be lesser known with a mindset of stewardship and sensitivity to over-use (a.k.a. “over-tourism) for areas and/or events in peak periods.
  - d. In addition to a balanced website promoting and showcasing known and “off the beaten path” areas of Nevada County, incorporate mindful and responsible visitation leveraging known principles such as Leave No Trace, and others.
  - e. Each page and section of the new website will be structured for “on-page” SEO efficiency and effectiveness including download speed, meta tags and more.
  - f. Search engine optimization and an ongoing keyword tracking campaign will be implemented. Analytical tools will be configured, and regular reporting will be generated for tracking website traffic and performance.

- g. Provide website administration, including WordPress core and plugin updates, web hosting, daily automatic backups, SSL certificate, software license fee management, and general support and troubleshooting.

Note: Domain name registration is maintained and paid by the County.

- h. Provide website configuration including an E-Newsletter opt-in via an Email Service Provider for the purpose of growing a Go Nevada County email database.

3. Develop high-quality content and social media campaigns focused on driving traffic to the website with frequent opportunities to link to Nevada County business websites and/or special features and amenities. This strategy may include, but is not limited to:

#### *Editorials*

- Write two editorials/month > At least 300 words but no more than 800 words
- Contract with local writers to provide two articles/monthly and will be subject to availability. (starting in Phase 2 e.g. month 6, not to exceed \$150/article) However, Local Freshies reserves the right to write the articles if writers or content does not meet their expectation for quality and craftsmanship.
- Generate topic list based on SEO analysis for Local Freshies insights/article decisions and for local writers to write content about upon request.
- Review, polish, and refine local writers' article submissions including SEO management as needed on specialized topics.
- Obtain images for blog posts and social media outlets with the assistance of Liaison introductions to Content Stakeholders.

#### *Social Media Management*

Manage Go Nevada County online presence on social media platforms including:

- Creating, publishing, and analyzing posts
- Engaging and interacting with social media users that respond to any content
- Engaging and interacting with Content Stakeholders to ensure newly created content is shared.

Phase 1: Schedule and publish social media which may include, but is not limited to:

- Instagram: 2 posts/week (using sponsor's visual content)
- Twitter: 6 tweets/week or as needed for new blog posts
- Facebook: 3 posts/week or as needed for new blog posts
- Google Business Page: 4 x's/month or as needed for new blog posts

Phase 2 and ongoing: Schedule and publish social media which may include, but is not limited to:

- Instagram: 3 posts/week (using sponsor's visual content)
- Twitter: 14 tweets/week or as needed for new blog posts
- Facebook: 5 posts/week or as needed for new blog posts
- Google Business Page: 4 x's/month or as needed for new blog posts

Improve and build scale and reach for the existing Facebook site at

[www.Facebook.com/GoNevadaCounty](http://www.Facebook.com/GoNevadaCounty) and Instagram: [Go Nevada County \(@gonevadacounty\)](https://www.instagram.com/gonevadacounty) • [Instagram photos and videos](#)

4. Provide strong editorial direction based on seasonal (4X/year) Liaison input and brainstorming.

- a. Manage a centralized repository / content calendar that Liaisons can review and give feedback on potential topics / events, quarterly.
- b. Communicate finished articles via email to the relevant Liaison-advised “Content Stakeholders”. Integrate feedback, and notify Content Stakeholders when published for subsequent distribution in respective marketing channels.
- c. Coordinate as needed with the County’s Public Information Officer on messaging and County standards for allowable content and upon crisis/urgent information relevant for the Go Nevada County audience.
- d. Coordinate as needed with County Liaisons for any/all emergency messaging critical for the safety and wellbeing of human life and property by utilizing all channels (web, social, email). Direction to be provided at the County Liaison level, informed by local authorities including County PIO.
- e. Incorporate and link to website community calendar in articles when appropriate. Responsibility of event submission quality, consistency, frequency to be that of Content Stakeholders.

Note: The County will pay to license the Trumba calendar, which serves as a centralized calendaring tool.

- f. Provide brief biannual written summary and annual summary report on progress regarding scope of work.
- g. At each report submission, schedule a meeting with primary Go Nevada County agreement lead (to the County PIO or designee) and East/West Liaisons to discuss progress, improvements and need for any amendments to improve overall success and delivery within the spirit of this agreement.

5. Posting Guidelines and Procedures

- a. Local Freshies will monitor social media posts and comments and moderate for civility.
- b. Local Freshies will adhere to the County’s social media and comments policies and communicate any user complaints to the County PIO or designee.
- c. Local Freshies will remove objectional content as directed in writing by the County PIO or designee.

**EXHIBIT B**

**SCHEDULE OF CHARGES AND PAYMENTS**

Payment Terms:

This is an 18-month contract based on \$50,000 per year budget effective January 11, 2022 through June 30, 2023.

Schedule of charges:

Invoice Date	Terms	Amount	Notes
January 11, 2022	Net 30	\$6,300	½ Initial Phase - Upfront
April 11, 2022	Net 30	\$6,300	½ Initial Phase Upon Completion
January 31, 2022	Net 30	\$2,398	
February 28, 2022	Net 30	\$3,182	
March 31, 2022	Net 30	\$3,182	
April 29, 2022	Net 30	\$3,182	
May 31, 2022	Net 30	\$3,182	
June 30, 2022	Net 30	\$3,182	
July 29, 2022	Net 30	\$3,182	
August 31, 2022	Net 30	\$3,182	
September 30, 2022	Net 30	\$3,182	
October 31, 2022	Net 30	\$3,182	
November 30, 2022	Net 30	\$3,182	
December 30, 2022	Net 30	\$3,182	
January 31, 2023	Net 30	\$4,167	
February 28, 2023	Net 30	\$4,167	
March 31, 2023	Net 30	\$4,167	
April 28, 2023	Net 30	\$4,167	
May 31, 2023	Net 30	\$4,166	
June 30, 2023	Net 30	\$4,166	
Contract Total		\$75,000.00	

Note: Site administration fees included in monthly recurring services and will be billed between Local Freshies® and Hatchback Creative.

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- i. **Commercial General Liability CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability Insurance** Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

CONTRACTOR AFFIRMS THEY CARRY PERSONAL AUTO INSURANCE COVERAGE OF \$200,000 FOR PROPERTY DAMAGE, AND \$250,000/\$500,000 EACH PERSON/BODILY INJURY.

- iii. **Workers’ Compensation** (Not required if contractor verifies it has no employees).

CONTRACTOR AFFIRMS UNDER PENALTY OF PERJURY THEY ARE INDEPENDENT AND WITHOUT EMPLOYEES. CONTRACTOR AFFIRMS THEY CARRY HEALTH INSURANCE POLICY, HEALTHCARE SERVICE PLAN, OR DISABILITY INSURANCE COVERING CONTRACTOR FOR BODILY INJURY OR DISEASE. CONTRACTOR FURTHER AGREES TO WAIVE ALL RIGHTS TO WORKERS’ COMPENSATION BENEFITS FOR ANY ACCIDENT FOR BODILY INJURY OR DISEASE. CONTRACTOR HEREBY GRANTS TO COUNTY A WAIVER OF ANY RIGHT TO SUBROGATION WHICH ANY INSURER OF SAID CONTRACTOR MAY ACQUIRE AGAINST THE COUNTY BY VIRTUE OF THE PAYMENT OF ANY LOSS UNDER SUCH INSURANCE.

- iv. **Website Media Liability** covering wrongful acts for allegations of infringement of copyright or trademark, invasion of privacy, libel, slander, plagiarism or negligence arising out of the content on the website with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- v. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- ii. **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- iv. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- v. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- vii. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- viii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

- ix. **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- xi. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.
- xiii. **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- xiv. **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.



## EXHIBIT D

### ADDITIONS TO THE AGREEMENT

Local Freshies, LLC (“Provider”) and County of Nevada (“Customer”) agree to the following changes and/or additions to the Agreement.

**1. SERVICES.** Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to provide the Services throughout the term of this Agreement. Customer agrees that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that Provider may undertake from time to time; or (c) causes beyond the control of Provider and that are not reasonably foreseeable by Provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, terrorism, hostile network attacks, network congestion, or other failures.

**2. LICENSES.** Provider acknowledges and agrees that content created by Provider under the terms of this Agreement shall become the property of Customer. Customer grants to Provider a limited, nontransferable, nonexclusive, worldwide perpetual license to: (a) copy, use, store, publicly display, publicly perform, and transmit such content and the Data on the Website; (b) incorporate the hypertext reference links in the Data on the Website; and (c) display Customer’s trade names, trademarks, or service marks on the Website in connection with the Data. The license granted herein permits Provider to make backup copies of the Data and make copies of the Data in connection with mirroring the Site.

### 3. PROPRIETARY RIGHTS

**3.1. CUSTOMER OWNERSHIP.** Except as provided in paragraph 2 above, Customer shall retain all right, title, and interest in the Data, content created by Provider specifically for Customer, and all intellectual property rights therein, Customer’s trade names, trademarks, logos and service marks, derivative works, modifications, and enhancements thereto, whether or not developed by Customer or any contractor, subcontractor, or agent for Customer.

**3.2. PROVIDER OWNERSHIP.** Except as provided in the preceding section, Customer acknowledges that the Website, including, without limitation, all trade names, trademarks, service marks, content not specifically created for Provider, text, images, software, media, and other materials contained therein, is a work or collective work, proprietary to or licensed by Provider, protected under copyright, trademark, and other intellectual property laws.

**4. CONTENT RESTRICTIONS.** Provider reserves the right, at any time in Provider’s sole discretion, to refuse to perform the Services with respect to the Data or any portion thereof that: (a) fails to conform to the format and technical specifications set forth by Provider from time to time; (b) is determined by Provider to be likely to constitute any Lanham Act violation, false designation or origin, false advertising, or unfair competition under the law of any jurisdiction; (c) contains or is alleged to contain any content, work, name, mark, designation, materials, or link that actually or potentially violates any applicable law or regulation or infringes any proprietary, intellectual property, contract, or tort right of any person; (d) contains any content, work, name, mark, designation, materials, or link that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious; or (e) contains any software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

## **5. WARRANTIES**

**5.1. CUSTOMER’S WARRANTIES.** Customer represents and warrants to Provider that: (a) Customer has the right and authority to enter into and perform its obligations under this Agreement; (b) the Data will comply with applicable laws; (c) the Data does not contain any content, work, name, logo, or mark that infringes any intellectual property right of any person; (d) the Data does not and shall not contain any software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and (e) Customer owns the Data and all intellectual property rights therein, or has the right to grant the license to Provider herein and authorize the worldwide copying, display, and transmission of the Data via the Website.

**5.2. PROVIDER’S WARRANTIES.** Provider represents and warrants to Customer that (a) Provider has the power and authority to enter into and perform its obligations under this Agreement; and (b) Provider shall perform its obligations under this Agreement in a commercially reasonable manner.

**SUMMARY OF CONTRACT**

<b>Contractor Name: Local Freshies, LLC</b>
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<b>Description of Services: Develop and Maintain a sustainable tourism website</b>
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**SUMMARY OF MATERIAL TERMS**

**Max Annual Price:** 50,000 **Max Multi-Year Price:** 75,000  
FY 21/22 = \$30,908  
FY 22/23 = \$44,092

**Contract Start Date:** 1/11/2022 **Contract End Date:** 6/30/2023  
**Liquidated Damages:** N/A

**INSURANCE POLICIES**

**FUNDING:**

Commercial General Liability (\$1,000,000)	0101-10902-272-1000 / 521520
Automobile Liability (\$250,000/\$500,000 EACH PERSON/BODILY INJURY)	Click or tap here to enter text.
Worker's Compensation (not required)	
Website Media Liability (\$1,000,000/occurrence; \$2,000,000 aggregate)	

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: N/A \_\_\_\_\_

**NOTICE & IDENTIFICATION**

**COUNTY OF NEVADA:**  
 Nevada County  
 County Executive Office Department

**Address:** 950 Maidu Ave  
**City, St, Zip** Nevada City, CA, 95959  
**Attn:** Ariel Lovett  
**Email:** ariel.lovett@co.nevada.ca.us  
**Phone:** 530-265-7040

**CONTRACTOR:**  
 Local Freshies, LLC

**Address** 2491 Pinter Ave  
**City, St, Zip** South Lake Tahoe, CA, 96150  
**Attn:** Alex Silgalis  
**Email:** info@localfreshies.com  
**Phone:** (708) 945-9209

**Contractor is a:** (check all that apply)  
 Corporation:  Calif.,  Other,  LLC,   
 Non- Profit  Corp  Yes  No  
 Partnership:  Calif.,  Other,  LLP,  Limited  
 Person:  Individ.,  DbA,  Ass'n  Other

**EDD Worksheet Required**  
 Yes  No

**ATTACHMENTS**

**Exhibit A:** Schedule of Services **Exhibit D:** Additions to the Agreement  
**Exhibit B:** Schedule of Charges and Payments  
**Exhibit C:** Insurance Requirements