

RESOLUTION No. 24-639

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE CONTRACT BETWEEN ANABELLA FUNK AND NEVADA COUNTY OFFICE OF EMERGENCY SERVICES FOR A NOT TO EXCEED AMOUNT OF \$67,500.00 FOR USE DURING THE PERIOD DECEMBER 10, 2024 AND JUNE 30, 2025 FOR OFFICE OF EMERGENCY SERVICES PUBLIC RELATIONS OFFICER AND AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE CONTRACT

WHEREAS, the Office of Emergency Services (OES) works to lead the community in all-hazards planning, preparedness, response, and recovery; and

WHEREAS, OES contracted with Anabella Funk as the OES Public Relations Officer on December 27, 2023; and

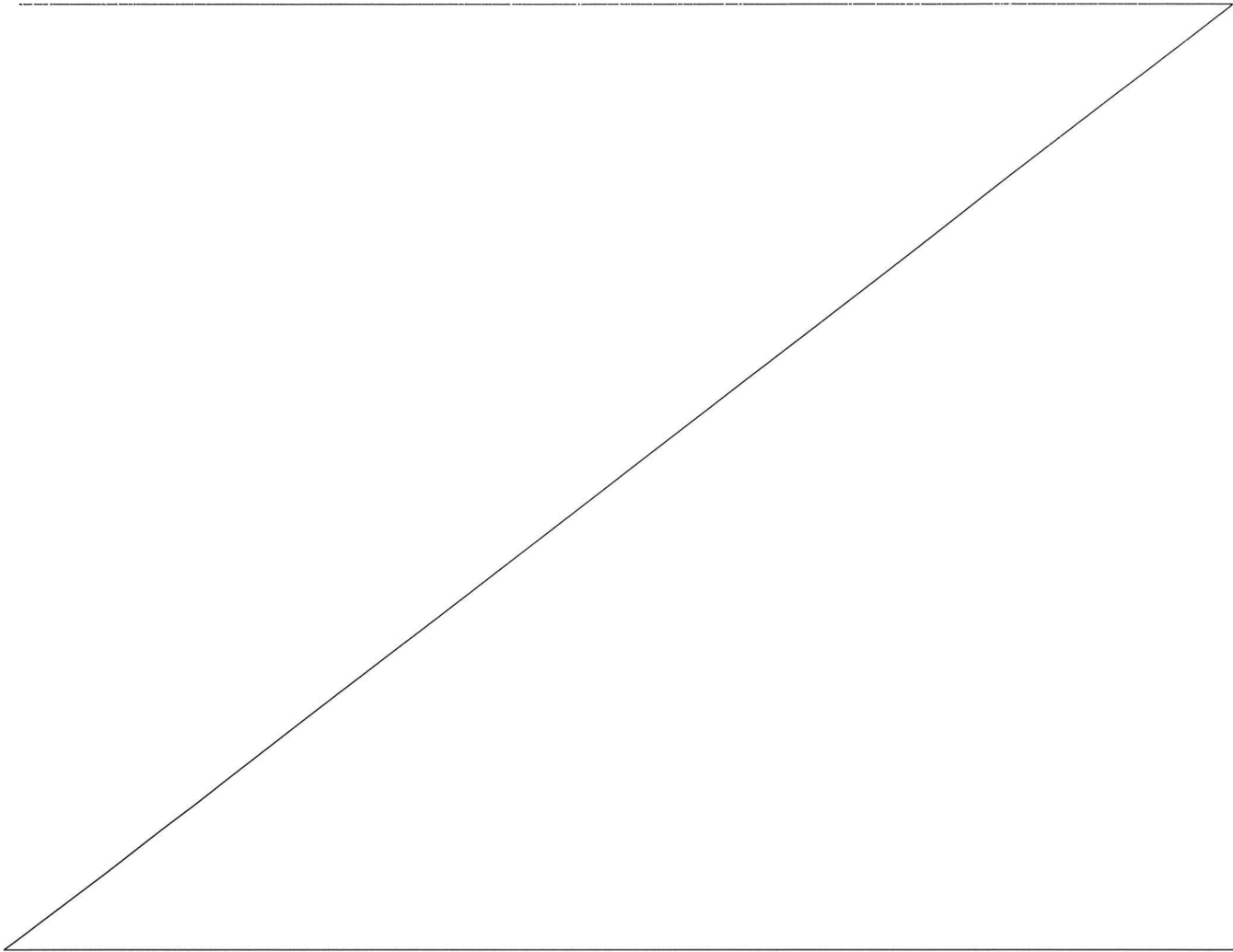
WHEREAS, the purpose of that contract was to support OES in pushing out all-hazards communication and increase community literacy around concepts of wildfire mitigation; and

WHEREAS, OES wishes to execute a new contract for OES Public Relations Officer to lead communication efforts in 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, approves the contract between Anabella Funk and Nevada County Office of Emergency Services for an amount not to exceed \$67,500.00 for use during the period December 10, 2024, and June 30, 2025, for Office of Emergency Services Public Relations Officer, and authorizes the Director of Emergency Services to execute the contract on behalf of the County of Nevada.

Funding: 0101-20702-414-1000

521520



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of December 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarouth, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


_____ Hardy Bullock, Chair

Administering Agency: Nevada County Office of Emergency Services

Contract No. _____

Contract Description: Office of Emergency Services, Public Relations Officer (PRO)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of December 10, 2024 by and between the County of Nevada, ("County"), and Anabella Funk ("Contractor") (together, "Parties", individual "Party"), 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 Sixty-seven thousand five hundred dollars (\$67,500.00).**
3. **Term** This Contract shall commence on December 10, 2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2025.
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. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

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 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 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 is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of 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 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.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with 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 County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **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. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - 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.
16. **Accessibility** It is the policy of County 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.
17. **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, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **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.
- 20.2. **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, including general business 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.

20.3. **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 **correct amount** owed during the audit period.

21. **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 Contractor, 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 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 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 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.

22. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. 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, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
23. **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.
24. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of 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's Personnel Code.
25. **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.
26. **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 20, Termination.
27. **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.
28. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
29. **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.
30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

31. **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:

COUNTY OF NEVADA:

Nevada County
 Office of Emergency Services Department
 Address: 950 Maidu Avenue Suite 130
 City, St, Zip Nevada City, CA 95959
 Attn: Alex Keeble-Toll
 Email: alex.keeble-toll@nevadacountyca.gov
 Phone: 530-470-2521

CONTRACTOR:

Name of firm
 Anabella Funk
 Address 19700 Purdon Road
 City, St, Zip Nevada City, CA 95959
 Attn: Anabella Funk
 Email: anabellafunk1@gmail.com
 Phone: 530-687-6134

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.

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.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Craig Griesbach, Director of Emergency Services

Approved as to Form – County Counsel

By: _____ Date: _____

CONTRACTOR: Anabella Funk

By: _____ Date: _____

Name: _____

* Title: _____

Exhibits

- A. Schedule of Services
 - B. Schedule of Charges and Payments
 - C. Insurance Requirements
- Summary Page

EXHIBIT A

SCHEDULE OF SERVICES Nevada County Office of Emergency Services, Public Relations Officer (PRO)

Timeline for Services: December 10, 2024 – June 30, 2025

The PRO is expected to work 30 hours per week with the potential to surge to 40 hours per week on an as needed and mutually agreed upon basis. The PRO is to function as the Public Information Officer for OES, tasked with leading all outreach and communications for the department, including on-going activities, seasonally specific initiatives, and pressing priorities (TBD) identified during weekly check-in meetings with the OES Senior Administrative Analyst.

Goals

- Continue to push out timely and seasonal “all hazards” communications and “Ready, Set, Go” (RSG)/ “Ready, Set, Snow” (RSN) messaging (refer to 2024 Outreach and Engagement Plan, Outreach and Engagement Wheel); bring like organizations (Firewise Communities, Cities, NGOs etc.) into alignment with seasonally appropriate messaging to achieve peak saturation at key points during the year.
- Increase community literacy around concepts of wildfire mitigation at relevant spatial and temporal scales (i.e. individual stewardship, community/neighborhood resilience, landscape-scale).
- Build community understanding of the types of projects that are needed, best-practices, timelines, and costs so that as grant-funded work is pursued or comes online residents have a basis for understanding.
- Educate with the intent of incentivizing social will for the work that will be needed in perpetuity.
- Reframe primary aspects of website and other platforms at OES disposal to tell compelling and relatable stories.
- Connect with residents in an authentic and personal way while still providing access to core RSG/RSN materials.

Note: All public facing materials, messages, and all forms of communications will be approved by OES before being released publicly and/or shared with the stakeholders.

TASK 1: Manage OES Social Media Accounts

- Generate and cross-post “all-hazards” content to OES Facebook and Instagram accounts 4-5x per week as well as post to NextDoor, as applicable. Create infographics to communicate key information about wildfire mitigation and climate resilience. Include key defensible statistics/peer-reviewed factoids to bridge the gap between technical analyses and lay-person terminology.
- Compile, edit, and organize image and content library for social media according to the OES Outreach and Engagement Wheel.
- Identify list of key images that are needed for OES PR.
- Capture key images as opportunities present.

Timeline: December 10, 2024 - June 30, 2025

Deliverable(s): Post text and links; photographs; infographics.

Metric(s) of Success: Post followers, likes, comments, and shares. Identify categories of content and track the most successful posts by content category so that messaging can be refined. Build out network of organizations that are sharing OES content by capitalizing on mission cross-over and targeting opportunities to align.

TASK 2: Maintain Updated OES Website

- Audit website on a quarterly basis to identify out-of-date information, edit redundancies, and fix broken links.
- Audit website on a quarterly basis to take advantage of missed Search Engine Optimization opportunities.
- Manage main page as newsfeed; curate and produce stories to post on a timely basis (1-2 x per week).
- Update Project Pages as new project information becomes available so that project pages are “one-stop-shop” for project information.
- Create digital “Resource Library” (strategic plans, statewide action plans, peer reviewed literature etc.).
- Produce new Project Pages as needed.
- Work with Community Wildfire Coordinator and CWPP consultant to update CWPP Project Page.
- Update OES YouTube channel to maximize Search Engine Optimization functionality.

Timeline: December 10, 2024 - June 30, 2025

Deliverable(s): Up to date website.

Metric(s) of Success: Increased website traffic; increased feedback from community members in a multitude of settings (Virtual Office Hours, Town Halls, public meetings etc.) that indicates personal connection and understanding of pertinent wildfire mitigation issues; downloads/views of materials in the Resource Library.

TASK 3: Produce and Disseminate Press Releases

- Produce all press releases for OES.
- Draft releases, procure quotes and permissions, finalize and send to media project/event specific releases.
- Maintain situational awareness and produce press releases to provide accurate, timely, and actionable information to the community (i.e. emergency preparedness/all hazards mitigation).
- Identify relevant graphic assets for publication with press releases.
- Where appropriate cross-post column CivicPlus News Flash Module/s and on social media platforms.

Timeline: December 10, 2024 - June 30, 2025

Deliverable(s): Produce a minimum of 1 press release per month with appropriate graphic assets for publication.

Metric(s) of Success: Increased community engagement around preparedness and all-hazards topics; feedback from community members; feedback from leadership on increased topical visibility.

TASK 4: 2025 Ready, Set, Go! Handbook/Wildfire Season Guide

- Coordinate with appropriate jurisdictions and stakeholders including City of Nevada City, City of Grass Valley, Town of Truckee, Nevada County Consolidated, Truckee Fire Protection District, 211, FREED etc. to ensure inclusion of up-to-date information on projects, policies, and initiatives.
- Draft all content and provide to appropriate internal and external parties for timely review.
- Use existing and produce new InDesign files to ensure that 2025 product is aligned with previous branding.
- Produce draft product and circulate for final review; incorporate any feedback and finalize for print.
- Coordinate with Spanish language translator to get final product translated into Spanish.
- Coordinate with print/mail firm (API) to develop production timeline, including ordering any needed paper stock in advance, finalizing mailing lists etc.
- Ensure that final product is provided to print/mail firm (API) timely to align with production timeline. (This includes mailing the RSG Handbook to every address in Nevada County and getting extra copies printed in Spanish and English for distribution).
- Draft and deploy outreach strategy for 2025 RSG Handbook release, including press release and social media.

Timeline: December 10, 2024 - June 30, 2025

Deliverable(s): Ready, Set, Go! Handbook in Spanish and English.

Metric(s) of Success: Increased community preparedness around wildfire in advance of wildfire season; increased community engagement around this issue including requests for additional handbooks, presentations etc.; likes, comments, and shares on social media posts related to handbook release.

TASK 3: Execute Special Events/Projects Promotion

- Manage production and promotion of Informational Film(s).
- Coordinate with vendors related to this as needed.
- Assist with scheduling, upload to YouTube/website/social media, share with partners, coordinate promotion in local movie theaters, ensure screening during Board meetings.
- Plan and execute community outreach for Wildfire Mitigation Projects, including public meetings and Town Halls.
- Develop and share event/project specific promotional materials including content for print and radio. Coordinate with graphic designer as budget and need permits.
- Develop and share project/event media releases to local media and post to CivicPlus News Flash Module/s.
- Manage timelines and deliverables associated with sponsorship agreements and partnerships with local media/organizations as these relate to special events and projects.

Timeline: December 10, 2024 - June 30, 2025

Deliverable(s): Informational Film(s); CodeRED Test Outreach Materials (media ad-buy graphics, social media, press release); Children’s Carnival Outreach and Event Materials (media ad-buy graphics, social media event headers); Wildfire Mitigation Project outreach materials (including event graphics, maps, press releases, social media posts, flyers, postcards, contact lists); messages and outreach materials for target audiences.

Metric(s) of Success: Wildfire mitigation activities and OES “brand” represented across a multitude of diverse venues in Nevada County (thus a diverse subset of residents receives programming that resonates); OES programming conveyed in tangible ways (i.e. wildfire friendly landscaping paired with education around roll-out of Zone 0); special events/projects create opportunities for storytelling on OES website.

Note: Other new projects that could come online January – December 2025 and require PRO attention include but are not limited to Micro-Grants 2.0 for Firewise Communities and South Yuba Rim.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County
Office of Emergency Services Department
Address: 950 Maidu Avenue Suite 130
City, St, Zip Nevada City, CA 95959
Attn: Alex Keeble-Toll
Email: alex.keeble-toll@nevadacountyca.gov
Phone: 530-470-2521

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined in the Scope of Work.

Payment Schedule

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in Exhibit "A", above. Please submit a summary of deliverables completed, as they relate to items in Exhibit A and/or as they relate to priorities identified during weekly check-in's with OES Senior Administrative Analyst, with an invoice at each of the below dates to receive payment.

January 15, 2025	\$5,625
January 31,2025	\$5,625
February 15,2025	\$5,625
February 29,2025	\$5,625
March 15,2025	\$5,625
March 31,2025	\$5,625
April 15,2025	\$5,625
April 30,2025	\$5,625
May 15,2025	\$5,625
May 31,2025	\$5,625
June 15,2025	\$5,625
June 30,2025	\$5,625

Total Contract maximum not to exceed: \$67,500.00

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

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 Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **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 **\$500,000** 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.
2. **Workers' Compensation:** 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.
3. **Website Media Liability** covering wrongful acts for allegations of infringement of copyright or trademark, invasion or 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.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

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

1. **Additional Insured Status: 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 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 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.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **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 County.

4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.
5. **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.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require 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.
7. **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 County.
8. **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, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
9. **Verification of Coverage** Contractor shall furnish 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 Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **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.
11. **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.
12. **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 County as noted above. In no cases shall the types of policies be different.

13. **Premium Payments** The insurance companies shall have no recourse against 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.
14. **Material Breach** Failure of 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.
15. **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 the 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

SUMMARY OF CONTRACT

Contractor Name Anabella Funk

Description of Services: Office of Emergency Services, Public Relations Officer

SUMMARY OF MATERIAL TERMS

Max Annual Price: Click or tap here to enter text.
Max Multi-Year Price: \$67,500
Contract Start Date: 12/10/2024
 Contract End Date: 6/30/2025
Liquidated Damages: Not Applicable

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$500,000)	Click or tap here to enter text.
Website Media Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Office of Emergency Services Department

Address: 950 Maidu Avenue Suite 130
City, St, Zip Nevada City, CA 95959
Attn: Alex Keeble-Toll
Email: alex.keeble-toll@nevadacountyca.gov
Phone: 530-470-2521

CONTRACTOR:

Anabella Funk

Address 19700 Purdon Road
City, St, Zip Nevada City, CA 95959
Attn: Anabella Funk
Email: anabellafunk1@gmail.com
Phone: 530-687-6134

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
 Non-Profit Corp
 Partnership: Calif., Other, LLP, Limited
 Person: Indiv., DbA, Ass'n Other

EDD Worksheet Required

- Yes No

ATTACHMENTS

- Exhibit A:** Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements