



# RESOLUTION No. 22-516

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING A CONTRACT WITH DESIGN WORKSHOP, INC. FOR THE PREPARATION OF A RECREATION AND RESILIENCY MASTER PLAN FOR A MAXIMUM AMOUNT OF \$442,970 AND A CONTINGENCY OF \$7,030 AND APPROVING THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS IN THE AMOUNT OF \$250,000 AND AUTHORIZING THE AUDITOR-CONTROLLER TO ENCUMBER THE CONTRACT AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE FISCAL YEAR 2022/23 RECREATION BUDGET AND THE ARPA BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, Nevada County experienced a dramatic increase in people accessing open spaces in recent years. In response, the Board of Supervisors formed two ad hoc committees (Open Spaces and Trails; Organized Recreation) to focus on recreation needs, priorities, and opportunities. The work of the ad hoc committees guided the Board of Supervisors to adopt Recreation as a standalone objective for 2022 and to create a Recreation and Resilience Master Plan; and

WHEREAS, on February 8, 2022 the Board of Supervisors adopted recreation as a 2022 Board Objective that is intended to promote sustainable recreation in partnership with community providers and other jurisdictions to enhance recreational access, support public health and safety, realize economic opportunities, and preserve natural resource assets; and

WHEREAS, the County desires to prepare a Recreation and Resiliency Master Plan to identify and advance key goals and objectives to address challenges and opportunities for Nevada County's open space, trails and other recreational interfaces, and prioritize solutions that promote community health and safety, economic development, creative placemaking, landscape restoration, environmental sustainability, climate change adaptation; and resilience; and

WHEREAS, the plan will offer strategies for implementing project recommendations, and describe a long-term vision for facilitating the management of open space and recreation resources. The planning process will engage diverse partners including public lands managers, nonprofit stakeholders, and user groups to plan, fund, and implement sustainable solutions; and

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion economic stimulus package passed by Congress and signed by President Joseph Biden on March 11, 2021 in response to the ongoing COVID-19 pandemic and associated economic challenges. ARPA included \$350 billion in State and Local Aid, which included \$65.1 billion in direct funding to counties. Based on US Treasury allocations, Nevada County has been allocated \$19,376,239 in funding; and

WHEREAS, on April 27, 2021, staff brought a preliminary ARPA Expenditure Plan to the Board for direction. The plan included a recommendation to allocate 30% of ARPA funds (\$5.8M) to "Community & Economic Resiliency" projects. This included one loan program and four grants, including the "Outdoor Visitor Safety Fund" program, which was allotted between \$800,000-\$1 Million for improvements to major river crossings and trailheads impacted by increased visitation; and

WHEREAS, the Board approved a new 2022 objective “To promote sustainable recreation in partnership with community providers and other jurisdictions to enhance recreational access, support public health and safety, realize economic opportunities, and preserve natural resource assets” at their regular meeting on February 8, 2022, with a specific initiative to “Identify and implement strategies to promote health and safety at river crossings, lakes, trailheads, and other high-use or high-risk areas”; and

WHEREAS, at its 2022 Board Workshop the board identified up to \$450,000 for the Recreation and Resiliency Master Plan through a combination of \$250,000 in American Rescue Plan Act funding and \$200,000 in other funding; and

WHEREAS, the Program is aligned with the ARPA final rule priority of “2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety”; and

WHEREAS, the Board accepted a Sierra Nevada Conservancy grant in the amount of \$200,000 on September 27, 2022 for the Recreation and Resiliency Master Plan; and

WHEREAS, Nevada County issued a Request for Proposals on June 3, 2022, seeking a qualified firm to develop a Recreation and Resiliency Master Plan; and

WHEREAS, four proposals were received as a result of the RFP. The proposals were reviewed and scored by a staff panel made up of representatives from the Planning Department, Recreation Senior Administrative Analyst, the County Executive Office and public members. Interviews were conducted with the top two scoring proposals and Design Workshop, Inc. was chosen as the top proposal; and

WHEREAS, the County desires to hire Design Workshop, Inc. to prepare the Recreation and Resiliency Master Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Contract dated the 27<sup>th</sup> day of September, 2022, in the total amount of \$442,970, by and between said County and Design Workshop, Inc. for a term of September 27, 2022 to June 30, 2024 and a contingency of \$7,030 pertaining to the preparation of a Recreation and Resiliency Master Plan, in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Nevada, State of California, that the Auditor-Controller is directed to release ARPA fund balance and amend the Recreation budget for Fiscal Year 2022/23 as follows:

Increase:		
1111-70102-325-0222/521520		\$250,000
Decrease:		
0101-70102-325-1000/521520		\$250,000

BE IT FURTHER RESOLVED that the Board of Supervisors directs the Auditor-Controller to encumber the contract as follows:

1111-70102-325-0222/521520	\$250,000
0101-70102-325-1000/521520	\$200,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of September, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

9/27/2022 cc: Planning\*  
AC\*(hold)

11/30/2022 cc: Planning\*  
AC\*(Release)  
DW, Inc.

**Administering Agency:** Nevada County Planning Department - Recreation

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

**Contract Description:** Recreation and Resiliency Master Plan

## **DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT**

**THIS DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of September 27, 2022 by and between the County of Nevada, ("County"), and Design Workshop, Inc. ("Contractor"), 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 Four Hundred Forty-Two Thousand Nine Hundred Seventy Dollars (\$442,970).**
3. **Term** This Contract shall commence on, 9/27/2022. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2024.
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 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**

12.1 **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, subcontractors, anyone directly employed by either Consultant or its subcontractors, or anyone for whom the Consultant is legally liable, in the performance of this Agreement. "County" shall include County, its officials, officers, agents, employees and volunteers.

12.2 **Consultant to Indemnify County.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section

2782.8, Consultant agrees to indemnify, and hold harmless, the County, its officers, officials, employees and volunteers from claims, demands, costs or liability to the extent caused by the negligence, recklessness or willful misconduct of Consultant and others for whom to Consultant is legally liable in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the negligence, or willful misconduct by the County, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the County, then Consultant's indemnification obligations shall be reduced in proportion to the established comparative liability of the County and shall not exceed the Consultant's proportionate percentage of fault as provided for in Civil Code Section 2782.2.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, and hold harmless the County, its officers, officials, agents, employees, and volunteers from and against, losses, liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) to the extent caused by performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or sub-contractors of Consultant, excepting those which arise out of the negligence or willful misconduct of the County, its officers, officials, employees and volunteers.

- 12.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify County for such loss or damage as is caused by the negligence or willful misconduct of the County. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 12.4 **Attorney's Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of County's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 12.5 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to County.
- 12.6 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.7 **Insurance Not a Substitute.** County does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 12.8 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

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 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 pertinent to the services performed under this Contract 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, photostatting, 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.

- 4) Any use of the writings for other than the specific intended purpose under this Contract shall be at the sole risk of County and without liability to Contractor.

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. Subrecipient This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

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. **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  
Community Development Agency – Planning  
Department - Recreation  
Address: 950 Maidu Ave.  
City, St, Zip Nevada City, CA 95959  
Attn: Erika Seward  
Email: Erika.seward@nevadacountyca.gov  
Phone: 530-265-1572

**CONTRACTOR:**

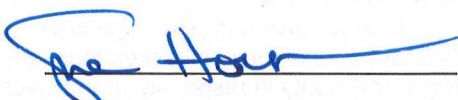
Name of firm  
Design Workshop, Inc.  
Address 128 Market Street Ste # 3E/  
PO Box 5666  
City, St, Zip Stateline, NV 89449  
Attn: Stephanie Grigsby  
Email: sgrigsby@designworkshop.com  
Phone: 775-588-5929

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.

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

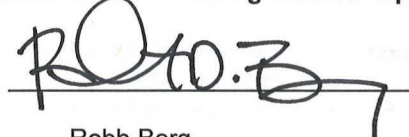
By:  Date: 10/24/2022  
Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

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

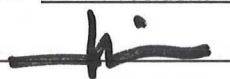
Approved as to Form – County Counsel:

By:  Date: 10/25/22

**CONTRACTOR:** Design Workshop, Inc.

By:  Date: 10/17/22  
Name: Robb Berg

\* Title: President

By:  Date: 10/17/22  
Name: Jim MacRae

\* Title: Secretary

***\*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 Charges and Payments
- C. Insurance Requirements

## EXHIBIT A

### SCHEDULE OF SERVICES

Contractor shall provide services in accordance to the defined tasks mentioned below and in Exhibit A-1 and in accordance to their response to Nevada County RFP No.158537 to develop a master planning effort to advance the implementation of a variety of community objectives, especially those related to public health, economic development, creative placemaking, landscape restoration, and climate change adaptation in unincorporated Nevada County. The Master Plan shall define recreational opportunities where the County can be directly involved and where the County can assist recreational providers. Clear identification of viable, prioritized recreation enhancement and development projects and potential funding strategies for the next 10 years, must be a key outcome of the plan. Throughout the Master Plan process, the consultant will be required to work closely with County staff, provide regular updates to the County and be able to make presentations to various community groups, commissions and the Board of Supervisors.

In addition, the Master Plan and its associated process will:

- 1) Provide substantive opportunities for the community to participate in the master planning process;
- 2) Articulate a shared vision for the functional, programmatic, and aesthetic characteristics of existing and future recreation amenities in unincorporated Nevada County;
- 3) Articulate Nevada County's role in recreation as a facilitator of proposed improvements in those areas interfacing with County facilities;
- 4) Promote equity and inclusion, emphasizing cultural, historic, physical, and economic accessibility;
- 5) Describe the cultural, environmental, economic and ecological benefits of implementing the plan recommendations; and
- 6) Identify innovative and impactful strategies for grappling with climate change impacts such as increased wildfire risk, drought, extreme weather, etc.;
- 7) Identify effective strategies to promote sustainable recreation to protect and preserve natural resources;
- 8) Recommend prioritized short term and long-term outdoor recreation projects, programs, and policies including critical infrastructure addressing public and environmental health concerns and identifying action steps and estimated costs.
- 9) Detail feasible solutions for financing, phasing, and maintaining community investments in recreation, open space, and trail resources, and support interagency alignment and coordination to plan, implement, and maintain recreation amenities.

1. **Tasks & Deliverables:** The following is a list of tasks and deliverables that will be produced by the Master Plan process.

#### 1.1 **TASK 1 – Inventory and Description of Recreational Assets**

- 1.1.1 Drawing from existing plans, GIS data, available information and field verification, compile and inventory unincorporated Nevada County's existing developed and underdeveloped recreational assets, such as trails, river and lake access points, bicycle facilities, etc., including their functionality, accessibility, condition, and convenience. Include the following focus areas: South Yuba River Corridor, Bear River at Dog Bar Road, Scotts Flat Reservoir/Harmony Ridge area including bicycle trails, Donner Pass Road/Summit area, Hirschdale Road area, Malakoff Diggins area, Bowman Lake/Jackson Meadows Reservoir/Meadow Lake area, Eagle Lakes Road area and the Prosser Creek and Boca Reservoirs area. Existing plans include but may not be limited to Western Nevada County Non-Motorized Trails Master Plan, the Park and Recreation Facilities Fee Nexus Study, the Nevada County Active Transportation Plan, the South Yuba River Comprehensive Management Plan, and plans of key partners including Bear Yuba Land Trust, US Forest Service, Truckee Donner Land

Trust, NID, and the South Yuba River Citizen's League. The Recreation and Resiliency Master Plan should tie to approved County plans, and compliment other existing plans.

- 1.1.2 Identify publicly owned outdoor recreational areas by owner (i.e. County, State, Federal, etc.) and privately owned outdoor recreational areas.
- 1.1.3 Identify existing Park and Recreation Districts' assets and programs.
- 1.1.4 Identify recreation providers, and recreational programming providers
- 1.1.5 Assess environmental and ecological conditions and risks, such as described in the Community Wildfire Prevention Plan, Local Hazard Mitigation Plan, and elsewhere.
- 1.1.6 Assess major issues related to recreation in Nevada County (i.e. public/private land interfaces, easement issues, funding limitations, etc.)
- 1.1.7 Review County policies and guidelines as they relate to recreation.
- 1.1.8 Describe the County's guiding principles, goals and role to date in recreation.
- 1.1.9 Develop a map of recreational assets by type, whom they are managed and/or utilized by and which areas intersect with County facilities (i.e. county owned land and county-maintained roads).
- 1.1.10 Identify existing revenue sources.

## 1.2 **TASK 2 – Opportunity and Trend Analysis**

- 1.2.1 Review and interpret demographic, cultural, socio-economic, age, and other important trends relevant to Nevada County recreation using available statistical data.
- 1.2.2 Review the landscape of current and potential grant programs.
- 1.2.3 Provide a comparative analysis to communities of similar size and character within the region.
- 1.2.4 Conduct preliminary research and inquiry into opportunities for aligning recreation investments with climate change adaptation and mitigation strategies, identifying innovative and impactful strategies for grappling with climate change impacts such as increased wildfire risk, drought, extreme weather, etc.
- 1.2.5 Assess whether certain areas do not have enough recreational resources in general or enough of a specific type.
- 1.2.6 Identify County's future role in recreation and opportunities to facilitate/assist recreational providers and users.

## 1.3 **TASK 3 – Public and Stakeholder Outreach and Engagement**

- 1.3.1 Prepare a comprehensive strategy and methodology for public and stakeholder involvement with County, working group, the South Yuba River Safety Cohort, Convene, Champion & Catalyze (CCC) and MAC involvement. It is important to involve planning commission(s), cities (Grass Valley, Nevada City and the Town of Truckee), as well as the Placer County and as appropriate the State of Nevada as appropriate for shared interests.
- 1.3.2 After initial public and stakeholder outreach, develop a draft list with rough cost estimates of desired and needed improvements. This list would ideally be provided within the first six months of this contract to allow the County the opportunity to apply for grants based on the information provided.
- 1.3.3 Solicit input on general and specific needs for enhanced and future recreational amenities and services.
- 1.3.4 Assess willingness of stakeholders to pay for desired facilities and continued maintenance through assessments, user fees, or other mechanisms.
- 1.3.5 Conduct various public community meetings, focus groups and individual stakeholder interviews to gather specific information about services, use, preferences, desires, strengths, weaknesses, opportunities and threats.
- 1.3.6 Catalogue and analyses input data both county wide and by recreation area.

## 1.4 **TASK 4 – Recreation Improvement Plan/Recommendations**

- 1.4.1 Using information from prior tasks, develop a prioritized list of recreation projects (conceptual and already planned projects) and opportunities that meet the community's

recreational, cultural, economic development, and ecological objectives. Include estimated costs.

- 1.4.2 Identify opportunities for recreation investments to support climate change adaptation and address resiliency including disaster mitigation.
- 1.4.3 Identify opportunities for the County to lead, facilitate or assist in the implementation of identified projects and those partners and landowners with whom the County would need to partner with; recognize and articulate projects that intersect multiple jurisdictions, especially incorporated and unincorporated areas.
- 1.4.4 Identify long-term financing, implementation, operations, and management strategies that support development and administration of recommended recreation enhancements.

**1.5 TASK 5 – Master Plan Document Preparation**

**1.5.1 Prepare a cohesive plan, to include:**

- Executive Summary clearly articulating key points and goals for recreation in unincorporated Nevada County and the County's roles;
- Inventory and Description of existing Recreation Assets and Conditions;
- Opportunity and Trend Analysis including description of County's role and opportunities in recreation and recreation programming.
- Public and Stakeholder Outreach and Engagement;
- Recreation Improvement Plan/Recommendations to include a prioritized list of recreational needs and opportunities including estimated costs and feasible solutions for financing, phasing, owner agreement/approval, and maintaining community investments in recreation, and recommend how the Master Plan can be updated in the future, with pictures to the extent they will enhance the plan;
- Partner with staff to present to Board of Supervisors for adoption.

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## EXHIBIT A-1

### CONTRACTOR PROPOSED SCOPE OF WORK & STAFF ASSIGNMENT AND HOURS ALLOCATION

## Scope of Work

### Project Description

The scope of services is described below. To be fiscally responsive, the Design Workshop team looks forward to reviewing and discussing the scope with the County to confirm how County staff and partner agencies may be best leveraged during the process. Work to be performed will be in collaboration with County staff and stakeholders. Our team is flexible in providing a menu of services and teaming options that might go above and beyond the scope outlined in the RFP.

Every task will involve project management from Design Workshop's Principal-in-Charge and the Project Manager. To facilitate efficient communication, we are anticipating time for monthly or bi-weekly (every two weeks) progress meetings with the County's Project Manager, utilizing video conferencing software. change directives/supplemental instructions, as needed, for items designed by Design Workshop.

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### Task 1 – Inventory and Map

At the onset of the project launch, the Design Workshop team will form an understanding of existing conditions, which includes drawing upon the planning work that has occurred prior to this process; compiling and mapping spatial data and qualitative attributes of the parks, open space and trails system; documenting the impact of increased tourism on natural assets; collecting and summarizing previous studies, goals, and recreation principles and objectives; researching and cataloging other recreation providers and partners; and mapping and summarizing environmental and ecological conditions and vulnerabilities as available from related resiliency and hazard mitigation planning efforts.

#### Subtask 1.1: Project Kick-off and Alignment

The project will begin with a Strategic Kick Off (SKO) workshop with the consultant team and key County staff, to review the scope of work, identify County and stakeholder resources that may be useful to the plan creation process, identify topics for additional research, discuss the work already conducted by the County, and collect existing documents and reports.

To support the SKO and enhance day-to-day performance and project progress, drafts of the following will be developed in advance of the meeting and refined following the meeting:

- Client Vision and Critical Success Factors (CSFs) – or those things that must happen for the project to be considered a success.
- Work Plans and Tasks – organized into a project schedule that can be used for tracking
- Roles and Responsibilities -organized into a chart.
- Communications Plan – to outline the method and schedule for communication and interaction
- Risk Management Plan – to frame potential issues and challenges to the project's success and to consider ways to work with or around those.
- Quality Management Plan – to establish a review methodology so that the plan is produced to the highest level of quality and so it is reviewed efficiently and per the schedule.
- Key Strategic Partners – identify community benefit organizations actively engaged in the sustainable recreation and arts space to ensure equitable inclusion in the process.

### **Subtask 1.2: Project Style Guide**

A graphic template and branding style will be developed to review and confirm the document layout, production formats, fonts, logos, graphic colors, to be used for the project engagement activities and content development. This helps set the tone for conveying the visionary, big ideas of the plan and coordinate the look and feel of deliverables to facilitate the synthesis and distillation of interim deliverables into a draft and final plan document. The Style Guide is based on The Associated Press Stylebook and Briefing on Media Law, this document also defines appropriate organizations, acronyms and words, setting a standard for subsequent technical editing.

### **Subtask 1.3: Current Conditions Documentation (existing recreational lands, programming, and ecological conditions and risks)**

We will review other relevant planning documents while bringing a fresh perspective informed by cutting-edge perspectives on recreation and environmental resiliency. Combining our expertise with an open mind for Nevada County's unique rural communities, we will complete the following tasks:

1. Gather and consolidate spatial data from the best available spatial data from sources such as:

**Recreation and ownership information:** GIS from Nevada County, California State Parks, US Forest Service, Bureau of Land Management, land trusts, incorporated cities, CalTopo, OpenStreetsMap, Trailforks, neighboring jurisdictions (e.g., Placer County), school districts, California State Geoportal, Nevada Irrigation District and other related sources. Maps will focus on communicating the unincorporated county's existing, undeveloped, and planned trails and recreation assets, including trailhead and water access locations

**Environmental and ecological risks information:** GIS from CAL FIRE (FRAP), USFS, California Office of Emergency Services, California Department of Conservation, LANDFIRE, and other related sources; Nevada County Local Hazard Mitigation Plan; Nevada County Community Wildfire Protection Plan, vulnerability assessments and sustainability plans and projections, and other related data sources.

*Mapping will convey the history and facilities associated with relevant environmental and ecological factors such as wildfire history, tree mortality, flooding, and planned projects and management strategies.*

2. Develop planning-level base maps

Maps and a corresponding database will list recreational assets by type, ownership, land manager, and user type. Assets that intersect with County owned or maintained facilities will be noted.

3. Summarize recreation programming providers and information:

Compile a comprehensive review of recreation program providers, assets, and services offered within the County, including those provided by Parks and Recreation Districts and by other public and private entities.

4. To inform our understanding of current guiding principles that relate to recreation, we will review existing recreation and related plans developed by the County and other partnering agencies, land trusts, and providers. The documents will be reviewed and summarized with an eye on goals, policies, guidelines, recommendations, and projects. A matrix will be developed to cross-coordinate goals, projects, and funding strategies from the different plans to show areas of alignment and focus. The Design Workshop team anticipates conducting a summary review of up to 20 reports, plans, and approved documents.
5. Gather and summarize the existing funding sources typically used by the County for recreation and resiliency projects.



#### **Subtask 1.4: Inventory Reconnaissance**

After first reviewing and capturing the quality of the active and passive parklands and trails from available reports and aerial data, we will visit each of the publicly owned/operated park sites and key trail locations in the unincorporated portions of the County to visually verify their overall conditions and amenities provided. We anticipate using available data from the recreation districts and publicly available information to complete an inventory analysis matrix and rate the assets as being in excellent, good, fair, and poor condition based on an established review methodology.

In the event the County desires a greater level of detail for assessment of the parks and trails inventory, the Design Workshop team will prepare a proposal for more in-depth review and assessment of the facilities while being cost-effective. For example, in other projects we have developed a methodology for recreation volunteers to map trail alignments and provide input on the tread condition which we then incorporated into the database.

#### **Deliverables**

1. *Strategic Kick-off Meeting*
2. *Project management plan and meeting minutes*
3. *Style Guide and Document Template*
4. *Mapping and spreadsheet of existing and planned recreational assets by type, with identification of acreage, amenities, ownership, use, and intersections with County facilities (i.e., county-owned land and county-maintained roads)*
5. *Spreadsheet of existing recreation programs and facilities provided by major direct and indirect recreation providers grouped by activity*
6. *Summary of community interests and concerns related to recreation and arts programs (we can provide this from our CEDS survey and the NCAA surveys – there may be other documentation as well)*
7. *Previous plan review and matrix*
8. *Mapping and summary memo of environmental and ecological vulnerabilities and landscape and social resiliency issues and opportunities as summarized from available planning and research reports, documents, and mapping databases*
9. *Summary of County's current guiding principles, goals and role in the provision of public recreational opportunities.*
10. *Technical memo of existing funding sources*

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## **Task 2 – Opportunities and Trend Analysis**

### **Subtask 2.1: Community Profile, Service Levels, Distribution, and Needs Analysis**

Design Workshop will provide a community profile of Nevada County using Census Data, County- provided data collected through recent and ongoing planning efforts, California Department of Finance, housing reports, and regional data sources as available. The community profile will provide a baseline of understanding for existing conditions covering the following topics: demographic, socioeconomic, community character, impact of tourism and areas of high public health risk due to environmental or socioeconomic factors. This mapping exercise will provide an important baseline understanding of areas with higher social vulnerabilities that should be considered with future efforts of identifying recreational opportunities as well as identifying climate change risks and adaptation strategies.

To geographically assess the need for recreation expansion within the County, we will map population growth projections and infrastructure plans from County planning documents and Esri Business Analyst projections. We will review foreseeable ownership conflicts between private/public land interfaces and identify potential access limitations due to development projections.

Utilizing the data gathered in Task 2 and the demographic research, we will conduct a service level and recreation distribution analysis, including a level of service assessment that evaluates the provision of park spaces and types of amenities per population, park acreage per population, and a gap analysis that evaluates the spatial distribution of recreation opportunities.

We will integrate into this analysis spatial demographic and land use datasets that touch on key indicators such as such as population density, age, race, income, ability, and growth areas. Using the demographic data collected in the Community Profile, we will utilize indicators such as health, disabilities, and spatial information related to vulnerable populations. Collectively, the action items laid out in this section will enable the team to identify coverages, needs, and gaps of parks, trails, and outdoor recreation and will inform our knowledge of possible opportunities in the system.

### **Subtask 2.2: Regional Benchmarking**

Together, we will identify up to four regional communities, counties, and/or recreation providers that provide recreation services to communities of similar size and character. We will capture information on service levels, amenities provided, facility distribution, goals, and management strategies. We will review the planning documents and available information from each of the peer organizations and conduct a virtual interview with staff to understand the issues, trends, and opportunities facing the agencies. We will provide the summary of the benchmarking report back with the peer agencies to incentivize cross- learning between organizations.

The research will help us to understand where Nevada County stands with regards to key indicators such as park acreage per population, amenities offered, park and facility inventories, budgets, fees, revenue generation, staffing, impact fees, feasibility/ readiness of access to grant funding and policies compared to peer communities. These are based on comparison with peer/survey agencies, regional, statewide, or nationally accepted parks and recreation standards, as well as Design Workshop's regional and national experience, and the needs and expectations expressed by Nevada County's communities.

### **Subtask 2.3: Recreation Trends Analysis**

We will conduct a recreation trends analysis, bringing together our industry knowledge from our experience working nationally and in many comparable markets, participation trends from applicable professional associations such as National Recreation and Park Association (NRPA), State of California Statewide Comprehensive Outdoor Recreation Plan (SCORP), and Esri recreation spending reports for the county. In addition, we will incorporate relevant survey data collected by local organizations specifying recreation preferences.

This trends analysis will be compared to the list of programming providers to understand if there are any gaps that should be supported by the County as well as lay the groundwork for a facilitated conversation to articulate the vision for the County's future role in recreation which will occur as part of Task 3.

### **Subtask Task 2.4: Recreation and Climate Change Adaptation and Mitigation Strategies**

Pulling from our team's work in vulnerability assessments, sustainable economic development, climate change, and in particular with wildfire planning, we will conduct a literature and case study review into the challenges associated with climate change facing Nevada County. Opportunities for aligning recreation investments and management approaches with climate change adaptation and mitigation strategies will

be identified. The focus will be summarizing innovative and impactful strategies for grappling with climate change impacts such as increased wildfire risk, drought, extreme weather.

A technical white paper will be developed that describes the alignment of recreation and climate change adaptation and mitigation strategies and identifies major project types, policies, design solutions, and/or strategies to be implemented in the Nevada County Recreation and Resiliency Plan. Strategies and opportunities will be further expanded as part of a community forum of expert panelists on recreation and resiliency which is further described in Task 3.

#### **Subtask Task 2.5: Inventory and Analysis Snapshot Summaries**

Snapshot exhibits tell an engaging story of the current state and future potential of recreation and resilience in Nevada County. The snapshots create a visual foundation of information, which will be useful to inform Community Meeting #1 to ensure that the discussions about the future are situated within an understanding of current conditions and possible opportunities. Other agencies have found value in our snapshots, which present a balanced approach of presenting facts and findings with graphic language and storytelling to move the heart, making the abstract concept of a recreation and resiliency plan meaningful to the public.

- Includes graphic snapshot summaries of five (5) topics with one (1) round of edits
- Snapshots will establish graphic standards for data visualization, presentation, and analysis for future stages in the planning process.

#### **Topics for the snapshots might include:**

- Balancing Conservation and Recreation
- Projections for population growth and how it might influence recreation opportunities
- Tourism trends and patterns
- Recreational tourism within the context of environmental conservation.
- Greenways, broad open space connectivity and fragmentation.
- Scenic and environmental corridors and buffer areas.

#### **Environmental Risks**

- Considerations for environmental hazards of wildfire, flooding, landslides, and avalanches
- Climate adaptation risks for the future of Nevada County

The County's role in outdoor recreation within the broader region

#### **Subtask Task 2.6: Analysis Diagramming**

From the existing conditions data and research Design Workshop will create up to three (3) synthesized maps and analytical diagrams that help us to communicate the potential recreation and resiliency opportunity areas. These analytical diagrams may consider, among other things:

- Areas of opportunity for open land conservation and/or recreation management. This will include previously conserved lands, lands targeted for conservation, new land areas that could be considered based on environmental and ecological factors, the potential for new corridors to connect them, riparian areas, areas prone to flooding, etc.
- Areas of need for climate change adaptation and mitigation strategies for wildfire, flooding, extreme heat, drought, landslides, and other areas of vulnerability.

- Opportunities to equitably expand parks, trails, or open spaces based on needs analysis and best practices.
- Opportunities to enhance bike and pedestrian infrastructure to connect recreational spaces.
- Trail corridors that may play a critical role in both recreation and climate change mitigation and adaptation.
- The systemic relationship of key priorities and objectives specified by the Board of Supervisors and community including; emergency preparedness, economic development, broadband expansion and arts.
- Special areas of interest, including cultural and historic assets.

### **Subtask 2.7: 1.0 Matrix of Potential Projects, Grants and Partnerships**

The DW team will consolidate relevant objectives and tactics from literature review, along with the outcomes of the inventory and analysis work and develop an initial list of potential projects for consideration in the final plan. This draft matrix is an example of thinking about the organization and content of plan recommendations, describe potential projects for consideration, and begin the iterative process of developing final strategies and list of recommended projects. The project list will include a summary of current and potential grant programs. The matrix will summarize which grant programs may be viable alternatives for the different projects.

#### **Deliverables**

1. *Technical community profile memo including key takeaways, data points, mapping, and diagrams*
2. *Map and narrative of recreation land growth potential, indicating land ownership and potential conflicts for access*
3. *Narrative and mapping of level of service coverage and gaps with demographic and recreation district considerations*
4. *Benchmark comparison of from local and regional communities and regional and state trends to develop appropriate targets and recommendations*
5. *Recreation Trends Report with considerations for potential enhancements to programming*
6. *White paper literature review and case study research with up to three diagrams and/or maps to communicate climate change adaptation and mitigation strategies and the population areas that may be affected*
7. *Inventory and analysis snapshots*
8. *Up to three (3) synthesized analytical diagrams (as outlined above) depicting key concepts or analyses impacting the County's system of recreation and the intersection of resiliency*
9. *Potential project matrix Version 1.0*
10. *Potential funding sources and partnerships leverage opportunities to implement projects.*

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## **Task 3 – Public and Stakeholder Outreach and Engagement**

### **Subtask 3.1 Community Engagement Plan and Project Meetings**

The Design Workshop team will develop a Community Engagement Plan that includes detailed guidance on public outreach, social media, engagement tools and methods, and the preparation of a stakeholder analysis matrix and optimum role for these groups within the project. Discussion of the Engagement Plan

will begin with the Strategic Kickoff, where we will work with County staff to identify engagement goals to guide the process, timelines and methods for all three engagement windows, information distribution methods, and the roles and responsibilities of County staff and the consultant team.

We look forward to working with the County, partner agencies, community organizations, the established Recreation Collaborative working groups, and residents to craft a plan that reflects your needs and is tailored to the people and the lands of Nevada County. To organize the engagement efforts, we anticipate developing and coordinating with the following working groups and committees. The purpose and role of each group is described below, and the meetings anticipated to be facilitated with each group is further detailed in each Engagement Window Subtask.

#### Working List of Key Strategic Partners

- Bear Yuba Land Trust
- South Yuba Citizens League
- Nevada County Arts Alliance
- Gold Country Trails Council
- Nevada County Fairgrounds
- Nevada Irrigation District
- Nevada County Horsemen
- Cities of Grass Valley, Nevada City and Truckee
- Communities of Penn Valley, North San Juan, Donner Summit, etc.
- Bicyclists of Nevada County (BONC)
- Visit Tahoe Truckee
- Truckee Trails
- Donner Party Mountain Runners
- Truckee Donner Land Trust
- Makers Spaces (Curious Forge and the Roundhouse)

**County Project Team:** Includes County project manager and key staff from related County departments to guide the overall project and provide final decision-making for addressing comments and refinement to plan content.

**Working Group:** Includes ten to twelve members to provide input throughout the process. Includes County project manager, key County staff, representatives from each Municipal Advisory Council (MAC), and representatives from the Recreational Collaborative Working Groups (for Parks and Recreation District Programs and Services and for Open Space and Trails), and representatives from the County's Recreation Districts.

**Resiliency and Partners Technical Committee:** Members of the technical committee will include subject matter experts on topical plan areas of emphasis for resiliency and to represent key demographics within the county. Representatives from partner agencies may be included as part of the Technical Committee or engaged in separate small group meetings to provide plan direction and ensure that policies, the future land use map and priorities are aligned within geographic and local contexts.

As described in Subtasks 3.3 through 3.5, we will also connect with individual stakeholders and technical specialists, focus groups, and the greater community. We anticipate using interactive, online and in-person tools for polling, planning exercises, and group discussions, allowing a variety of ways for people to voice opinions and participate in the creation of the plan. Engagement activities, group discussions, and/or web-based technology will be considered and evaluated as options to allow a variety of ways for people to voice opinions and participate in creation of the plan. We will use the MAC meetings as part of the public forums to solicit input from communities throughout the county and will be flexible to respond to opportunities that arise to coordinate outreach efforts with related community planning efforts.

Throughout each engagement window, Nevada County staff (informed by DW deliverables) will initiate social media campaigns to publicize potential input opportunities, participate in events, and inform decision-makers.

### **Subtask 3.2 Project Branding and Story Map**

Project websites are an important tool for facilitating public engagement. They provide an easily updatable platform that serves as a centralized resource for sharing updated information throughout the life of the project. We have had great success using StoryMaps for our interactive project websites and will develop a project platform for this project. Items to be part of the webpage include background information, links to online surveys, various elements of the plan as it progresses, and the ability for residents to contribute their thoughts through a comments form and dedicated email address. Interactive features and links to videos will be critical. The following content and features may be included:

- Project Overview
- Public meeting calendar with maps to venues
- Document downloads
- Public meetings presentations
- Contact and comment forms
- Survey links
- Email newsletter signup
- Links to Social Media
- Links to community resources

Additionally, creating a project brand will be important for this effort. We will work with you to create a brand that is reflective of Nevada County and can be used throughout the process.

### **Subtask 3.3: Engagement Window #1 | Discover Nevada County's Outdoors**

#### **Engagement Window Objectives**

IAP2 Goals: INFORM (public) & CONSULT (stakeholders): Presents a platform for various groups to gain a common understanding of public lands' opportunities and challenges. Informs the public of the plan objectives and is also an opportunity to gather new or test known community values regarding public lands and environmental, social, and economic vulnerabilities.

The following meetings and engagement events and activities are anticipated:

1. Project Team Meetings: regular meetings and updates with County project manager and key staff. Anticipates three (3) virtual meetings as part of Engagement Window #1.
2. MAC meeting presentations (2): project introduction and invitation to participate
3. Working Group Meeting #1: 2-hour, virtual and/or in-person meeting to introduce the project, outline priority issues and opportunities, begin framing collective vision and desire future conditions
4. Stakeholder and Specialists Interviews: up to 10, virtual one-hour meetings, with partner agencies, districts and specialists to get input on current projects, needs, challenges, and opportunities for alignment, form Technical Committee from key stakeholders and specialists

5. Focus Group Meetings: up to 4, 90-minute virtual meetings, centered around recreation and resiliency topics
6. County-wide Online Survey: to get input on resident recreation activities, values, and environmental and ecological priorities; invitations to participate spread broadly through existing email database networks, County and partner social media channels

*Supports Deliverables from Tasks 1 & 2*

### **Subtask 3.4: Engagement Window #2 | Imagine the Future of Recreation and Resilience in Nevada County**

#### **Engagement Window Objectives**

IAP2 Goals: CONSULT (public), INVOLVE & COLLABORATE (stakeholders): Convenes visioning efforts with a variety of groups to understand priorities, areas of common vision and areas of divergent vision. Collaborates with core stakeholders to prioritize vision elements. Brings community members together to learn about the County's recreation and resiliency challenges and opportunities and identify project opportunity areas.

The following meetings and engagement events and activities are anticipated:

1. Project Team Meetings: regular meetings and updates with County project manager and key staff. Anticipates four (4) virtual meetings as part of Engagement Window #2. One (1) of the Project Team meetings will be an extended two-hour meeting to conduct a visioning and values work session with County staff and key County partner agencies
2. Working Group Meeting #2: two-hour, virtual or in-person visioning and opportunities work session prior to the Community Forum. As an outcome of the visioning sessions, a plan mission statement will be drafted to express the County's future role in recreation and opportunities to assist recreational providers and users.
3. Community Forum (Community Meeting Round 1): guest speakers around key topics impacting recreation and resilience on Nevada's public lands will be hosted. Design Workshop will coordinate an introductory community presentation, break-out discussions and round-table dialogues around findings and other preliminary topics. Short, 10-minute talks will be solicited from guest speakers selected in partnership with the County. As part of the break-out discussions, Design Workshop will gather input from community members on the vision and values developed by the Working Group and Project Team. Goals, opportunity areas, and project ideas will be gathered as they relate to the new information presented by the guest speakers. It is anticipated that two (2) of the community forums will be held in person, in coordination with MAC meeting locations or other events, and one (1) will be held virtually.
4. StoryMap and Online Input: Coordinated with the Community Forum, the StoryMap will be updated and an option to provide input online through survey questions or an open comment form will be provided.
5. Partner Agency Small Group Meetings: three (3) virtual, one-hour meetings with agency and district partners to discuss the input from Working Group and community members and the potential opportunities for project ideas that were expressed.

*Supports Deliverables from Tasks 2 and 4*

### **Subtask 3.5: Engagement Window #3 | Transforming Recreation and Resilience in Nevada County**

#### **Engagement Window Objectives**

IAP2 Goals: CONSULT (public), COLLABORATE (stakeholders) EMPOWER (decision makers): Presents draft recommendations with varied levels of input by the community and stakeholder groups.

The following meetings and engagement events and activities are anticipated:

1. Project Team Meetings: regular meetings and updates with County project manager and key staff. Anticipates three (3) virtual meetings as part of Engagement Window #3.
2. Working Group Meeting #3: 2-hour, virtual or in-person meeting to evaluate and discuss potential strategies, project recommendations, and funding and operational opportunities.
3. Community Meeting #2: Two (2) in-person and one (1) virtual community meetings, coordinated with MAC meetings or other partner organization events. Participants will review and provide feedback on draft plan strategies and projects and discuss priorities and support for different funding and management strategies.
4. StoryMap and Online Input: Coordinated with the Community Meeting #2, the StoryMap will be updated and an option to provide input online through survey questions or an open comment form will be provided.
5. Partner Agency Implementation Workshop: in-person two-hour workshop to coordinate and advance buy-in from various departments and stakeholders. The workshop will specific projects that will achieve the community's broad aspirations and refine a timeline for implementation. This workshop will include projects and programs that will be implemented by the County and those suggested for implementation for others. Criteria for prioritization will be discussed relative to the plan goals, practical components such as availability of resources, and desires from key stakeholders.

*Supports Deliverables from Tasks 4 and 5*

### **Subtask 3.6: Engagement Window #4 | Sharing Outcomes**

#### **Engagement Window Objectives**

IAP2 Goals: CONSULT (public), COLLABORATE (stakeholders) EMPOWER (decision makers): Presents the plan to the community and stakeholder groups with varied levels of implementation. The primary purpose of this community engagement is to inform and educate the community on the outcomes of the Master Plan and continue to build momentum for implementation.

The following meetings and engagement events and activities are anticipated:

1. Project Team Meetings: regular meetings and updates with County project manager and key staff. Anticipates three (3) virtual meetings as part of Engagement Window #4.
2. Working Group Meeting #4: 2-hour, virtual meeting to discuss the 80% complete plan and identify any areas of revision.
3. Community Meeting #3: One (1) virtual community meeting to share the 95% complete plan, discuss implementation, and celebrate their involvement.
4. StoryMap and Online Input: Coordinated with the Community Meeting #3, the StoryMap will be updated and an option to provide input online through survey questions or an open comment form will be provided.
5. Partner Agency Updates: virtual one-hour meeting to present and review the 95% complete plan.

*Supports Deliverables from Task 5*

#### **Deliverables:**

1. *Engagement summary, updated after each Engagement Window with key takeaways, methods and number of participants*
2. *(12) County Project Team meetings (one of which is a visioning workshop)*
3. *Community Engagement Goals and Plan, draft and final formats provided in Word and PDF formats*



4. *Stakeholder matrix, provided in Excel format*
5. *StoryMap development and (3) rounds of updates*
6. *Project Branding with (1) round of edits*
7. *(4) Working Group meetings*
8. *Three rounds of community meetings; (4) in-person meetings, (3) virtual meetings with follow-up online participation opportunity*
9. *(10) Stakeholder/Partner Agency interviews*
10. *(3) Partner Agency small group meetings*
11. *Partner Agency Implementation Workshop*
12. *Partner Agency virtual update meeting*
13. *(4) Focus Group meetings*
14. *Online Community Survey*
15. *Presentation materials and meeting notification graphic associate with the above meetings*
16. *County's Recreation and Resiliency Vision and Mission Statements*

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## Task 4 Recreation Improvement Plan/Recommendations

### **Subtask 4.1: 2.0 Matrix of Potential Projects, Grants and Partnerships**

Based on mapping analyses, research, community input, and the initial set of projects identified from Task 2, our team will develop a refined and detailed project list of recreation projects that meet the community's recreational, cultural, economic development, and ecological objectives.

This list will expand the scope of typical parks, trails, and open space plans by identifying design tactics, policies, and other strategies that guide how the project will support climate change adaptation and resiliency tactics. Recommendations will be organized into a strategic framework utilizing the established climate change recommendations from Task 2 and input from the Resiliency Community Forum in Task 3. Implementation details will be provided for each high priority recommendation (projects and programs) and may include a narrative, summary of benefits, benchmark and metrics, responsible entity, potential partners and funding opportunities, phasing priority, etc. High-level costs for capital improvement projects will be included.

It is recognized that the County may be a supporter of some projects and a project lead for others. The Plan will include information about which opportunities the County may lead and which they may facilitate, support, or assist others with implementing. The project matrix will include whom the County would need to partner with and identify which projects intersect multiple jurisdictions, especially incorporated and unincorporated areas.

As part of the recommendations, Dudek and Sierra Business Council (SBC) will provide technical advisory services on the recreation investments to support climate change adaptation and address sustainable economic development, and resiliency, including disaster mitigation. These services will ensure that wildfire risk reduction is appropriately addressed and integrated into the final Recreation and Resiliency Master Plan. Dudek will leverage their wildfire expertise ensure that the Plan aligns with the intent of other wildfire planning recommendations and priorities. For example, during our work in Mariposa County, the agency was revising its hazardous vegetation (clearing of brush) ordinance, and our team ensured that those revisions were not in conflict with the final Mariposa County Recreation and Resiliency Master Plan.

Similarly, Dudek's team may provide additional recommended strategies to identify where recreation projects may mitigate wildfire hazards or be used as part of evacuation and access routes during the time of

an event.

Dudek and SBC will also provide technical input regarding climate change adaptation and resiliency. They will apply knowledge from the latest science-backed findings and expertise gained from work in other Sierra Nevada and Sierra Nevada foothill communities that have completed resiliency and vulnerability assessments. The team will identify where and how to develop facilities to mitigate risks, how the plan can be adapted to align with future in-depth vulnerability assessments, and how the adaptation strategies can align with the other climate adaptation efforts.

We recommend County staff test the strategy and recommendations list with the County Staff and key stakeholders, including partners and other project leads. A stakeholder meeting facilitating this conversation is included in Task 3.

#### **Subtask 4.2 Financing, Implementation, Operations, and Management Strategy**

SBC and Steve Randall will identify strategies for long-term financing, implementation, operations, and management that support development and administration of recommended recreation enhancements. This work will provide for development and administration of recommended park and recreation enhancements over a 20-year time horizon.

Among the contents of this strategy will be:

- Cost estimates for system-wide and site-specific park and recreation enhancements.
- Recommended phasing programs for pragmatic yet ambitious project implementation.
- Potential mechanisms for funding, especially for leveraging existing state resources such as funding streams established by Proposition 68.

#### **Deliverables**

1. *Prioritization map and matrix of plan projects for implementation by the County and planning partners with identified costs.*
2. *Identification of how these support climate change adaptation and mitigation tactics, using the recommendations from Task 2, supported with up to five (5) illustrative diagrams*
3. *Summary memo of strategies for financing, implementation, operations, and management*

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### Task 5: Document Preparation

The DW Team has created transformative projects, frameworks and toolboxes for several recreation plans and an award-winning recreation and resiliency plan for Mariposa County. The generation of transformation begins at the project kick-off and builds momentum in this Task through careful choreography of meetings and engagement performed by the consultant and County staff and stakeholders.

#### **Subtask 5.1: 75% and 95% Draft Plan**

In parallel with Task 4, we will draft the plan outline and storyboard the content and overall graphic design. This will be reviewed by County staff over two project management meetings throughout the process. The storyboard will identify potential types of exhibits and maps to support the plan's content.

With the approved outline and storyboard, the team will produce the following visuals to support the draft Master Plan recommendations:

- Large-format County-wide map, plus enlargements of key areas as appropriate.
- Enlargements will communicate existing and proposed recreational, cultural, and/or ecological benefits through plan-view, analytical diagrams and maps.
- Up to three rendered perspective views that express the variety of experiential, ecological and resiliency benefits of the recommended projects.

- Up to three diagrammatic sections or elevations that communicate the physical character in recommended projects.

Using the analyses, research, summary memos, and recommendations generated during previous tasks the Recreation and Resiliency Plan will be developed to consolidate the findings and recommendations into one easy-to-navigate, graphically compelling document. The plan will be provided to County staff and key stakeholders for review at a 75% completion level. After review, a 95% complete document will be prepared to share broadly with community members for review prior to a final round of revisions.

The plan is anticipated to include the following:

- Executive summary: clearly articulating key points and goals for recreation in unincorporated Nevada County and the County's roles
- Inventory and Description of existing Recreation Assets and Conditions
- Opportunity and Trend Analysis including description of County's role and opportunities in recreation and recreation programming
- Public and Stakeholder Outreach and Engagement
- Recreation Improvement Plan/Recommendations to include a prioritized list of recreational needs and opportunities including estimated costs and feasible solutions for financing, phasing, owner agreement/approval, and maintaining community investments in recreation, and recommend how the Plan can be updated in the future, with pictures to the extent they will enhance the plan

#### **Subtask 5.2: Final Plan Document**

Following final review, Design Workshop will complete a final draft of the Recreation and Resiliency Plan document for formal adoption. Digital copies (pdf and Word) of the Draft and Final Plans will be provided to the County for printing and distributing the document for review and acceptance. We will provide the final document and draft versions of the document via a file sharing site. Fifteen printed copies of the 95% Draft OR Final Plan Document will be provided. Fifty printed copies of a concise, graphically engaging executive summary will be provided.

#### **Subtask 5.3: Plan Adoption Support**

Building on previous document efforts and integrating them with the work done as part of this update process, our team, along with County staff, will complete the final plan for adoption. We will develop a high-level PowerPoint presentation (up to 30 slides) and participate in the final in-person or virtual meeting to present to the Board of Supervisors for adoption. The work plan we have proposed will lead to a successful Recreation and Resiliency Plan that guides and inspires as a visionary, yet practical roadmap detailing strategies and actions necessary to take into the future.

#### **Deliverables**

1. *One (1) digital copy of 75% Draft Plan document (75% complete with action plan or appendices) in pdf format*
2. *One (1) revision cycle of the 75% Draft document, based on County staff direction for incorporating collected comments – County to collect all comments and provide to Design Workshop (fee anticipates no more than 40 hours for revision tasks)*
3. *One (1) digital copy of 95% Draft Plan document (95% complete with action plan or appendices) in pdf format for community sharing.*
4. *One (1) FINAL Recreation and Resiliency Plan in print ready PDF format and web format*
5. *One (1) project PowerPoint with talking points for Board adoption*
6. *One (1) adoption meeting presentation each with the Board of County Supervisors*

Assigned staff and allocated hours for this project and each task are anticipated to be as defined in the table below.

<b>Design Workshop, Inc.</b>	<b>Hourly Rate</b>	<b>Hours to Project</b>
Stephanie Grigsby, Principal	\$250	244
Callie New, Project Manager	\$150	457
Ben Fish, Associate	\$175	94
Madison Pong, Project Designer/Planner	\$130	655
Leah Stoltz, Project Designer/Planner	\$110	128
<b>Sierra Business Council</b>		
Steve Frisch, Senior Advisor	\$200	24
Kirstin York, Economic Development/Community Outreach	\$150	168
Erika Harvey, Community Outreach	\$125	256
<b>Dudek</b>		
Scott Eckardt, Senior Wildfire Analyst	\$235	132
Michael Huff, Principal Fire Protection Planner	\$265	10
Danielle Berger, Senior Recreation Planner	\$195	14
Dana Link-Herra, Wildfire Analyst	\$155	104
Jeremy Cawn, Wildfire Analyst	\$155	62
Kirsten Zecher, Wildfire Analyst	\$165	84
<b>Steve Randall</b>		
Steve Randall, Local Recreation Expert	\$250	111

\* These rates are effective through December 31, 2022 and may be adjusted for inflation thereafter with prior written approval from the County Contract Project Manager.

**EXHIBIT B**

**SCHEDULE OF CHARGES AND PAYMENTS**

**1. Maximum Limit & Fee Schedule**

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is authorized in the not to exceed amounts as mentioned below and with proof of receipts. 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 the Contractor.

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

**2. Payment Schedule:**

DESCRIPTION	COST
<b>Task No.1 - Inventory &amp; Map</b>	<b>\$64,115</b>
Strategic Kickoff, project style guide, current conditions documentation, and inventory reconnaissance	
<b>Task No.2 – Opportunities &amp; Trend Analysis</b>	<b>\$85,180</b>
Community profile, service levels, and needs; regional benchmarking; recreation trends analysis; recreation and climate change adaptation and mitigation; inventory and analysis snapshot summaries; matrix of potential projects, grants and partners	
<b>Task No.3 – Public and Stakeholder Outreach and Engagement</b>	<b>\$132,255</b>
Community engagement plan and project meetings; community engagement plan; stakeholder and participant matrix; project branding and StoryMap; engagement windows 1-4	
<b>Task No.4 – Recreation Improvement Plan/Recommendations</b>	<b>\$72,870</b>
Matrix of potential projects, grants and partnerships; financing, implementation, operations and management;	
<b>Task No.5 – Document Preparation</b>	<b>\$56,550</b>
75% and 95% draft plan; final plan document; plan adoption support	
<b>TOTAL LABOR FEE</b>	<b>\$410,970</b>
<b>Overhead/Travel (if applicable)</b>	<b>\$32,000</b>
Travel	\$10,000
Printing (including printing of 95% or Final Plan and Executive Summary)	\$9,500
Food, beverage, and event rentals (tables, tents, etc.)	\$7,500
Stipends for CBO participation	\$5,000
<b>TOTAL COST:</b>	<b>\$442,970</b>

**3. Invoices**

Invoices shall be submitted to County in a form and with sufficient detail including the following:

- Task of work product
- Staff assigned
- Hours worked
- Specific engagement location(s)/ meetings attended (if applicable)
- Travel, printing, food/bev.and event rental details with receipts

Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County

Community Development Agency- Planning Department

Address: 950 Maidu Ave.

City, St, Zip Nevada City, CA 95959

Attn: Fiscal Unit

Email: CDAFiscal@nevadacountyca.gov

Phone: 530-265-1222

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 the 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 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 **\$2,000,000** 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. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (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: **(note – should be applicable only to professional liability)**
  - 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 policies 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.



**Contractor Name** Design Workshop, Inc.

**Description of Services** Recreation and Resiliency Master Plan

**SUMMARY OF MATERIAL TERMS**

**Max Annual Price:**  **Max Multi-Year Price:** \$442,970

**Contract Start Date:** 9/27/2022 **Contract End Date:** 6/30/2024

**Liquidated Damages:** N/A

**INSURANCE POLICIES**

**FUNDING:**

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions(\$2,000,000)	

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: N/A

**NOTICE & IDENTIFICATION**

**COUNTY OF NEVADA:**

Nevada County  
Planning – Recreation Department

Address: 950 Maidu Ave.

City, St, Zip Nevada City, CA 95959  
Attn: Erika Seward  
Email: Erika.Seward@nevadacountyca.gov  
Phone: 530-265-1572

**CONTRACTOR:**

Design Workshop, Inc.

Address 128 Market Street Ste #3E/  
PO Box 5666

City, St, Zip Stateline, NV 89449  
Attn: Stephanie Grigsby  
Email: sgrigsby@designworkshop.com  
Phone: 775-588-5929

**Contractor is a:** (check all that apply)

- Corporation:  Calif.,  Other,  LLC,
- Non-Profit  Corp  Yes  No
- Partnership:  Calif.,  Other,  LLP,  Limited
- Person:  Indiv.,  Dba,  Ass'n  Other

**EDD Worksheet Required**

Yes  No

**ATTACHMENTS**

- Exhibit A:** Schedule of Services
- Exhibit A-1:** RFP Response
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements