

**Administering Agency:** Nevada County - County Executive Office

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

**Contract Description:** Economic Development Management Service

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Nevada City, California, as of July 1, 2023, by and between the County of Nevada, ("County"), and Sierra Business Council ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, 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 Agreement 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 Agreement. 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 like County. The FY 2023-2024 shall not exceed One Hundred Seventy-eight Thousand and Three Hundred Dollars (\$178,300.00), which is the same as the past (2022-23) fiscal year, and which reflects a 2% increase to the original \$165,000 contract, plus \$5,000 for the CEDS contribution, and \$5,000 for membership in the Sierra Consortium, for a Maximum Contract Price, of \$521,600.
3. **Term** This Agreement shall commence on July 1, 2023. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: June 30, 2024. County reserves the right to renew Contract for a second one or two-year term.
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 Agreement.
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 Agreement 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 Agreement, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement 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 \_x\_ shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

A. **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.

B. **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 Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

C. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement 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 Agreement 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 Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Agreement, 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 Agreement, 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 Agreement, 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 Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement 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 Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

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

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement 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:

- A. 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>.
  - B. 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 Agreement.
  - C. 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.
  - D. 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:**
- A. 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.
  - B. Inspection Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the

Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

- C. 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 money 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 Agreement 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 agreement, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement 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 Agreement 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 Agreement is terminated:

- E. Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. 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.
- F. County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- G. County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement 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 agreement 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 Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement 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 agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Agreement 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 Agreement 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 Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal' and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
  - A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Agreement.
  - 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 Agreement 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 Agreement, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

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

**COUNTY OF NEVADA:**

Economic Development Office  
950 Maidu Avenue, Ste. 270  
Nevada City, CA 95959  
(530) 470-2795 (p)  
Attn: Kimberly Parker, Program Manager

**CONTRACTOR:**

Sierra Business Council  
P.O. Box 2428  
Truckee, CA 96160  
(530) 582-4800 (p) (209) 336-6429 (f)  
Attn: Kristin York, Vice President

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.

**COUNTY OF NEVADA:**

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

Printed Name/Title: Honorable Edward C. Scofield, Chair, of the Board of Supervisors

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

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

Approved As to Form - County Counsel:

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

**CONTRACTOR: Sierra Business Council**

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

Name: Steve Frisch

Title: President

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

Name: Connie Gallippi

Title: Secretary

**Exhibits**

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

## EXHIBIT A

### SCHEDULE OF SERVICES

Contractor and County agree to enter into a contract in the maximum amount not to exceed \$165,000 to provide comprehensive economic development services in Eastern and Western Nevada County that provide a) business technical assistance, b) business outreach to foster private business leadership and networking to increase job creation, higher wage jobs and industry diversification, c) warm hand-off services to the County Community Development Agency (CDA), and d) promote the expansion of rural broadband and implementation of the Nevada County Broadband Strategic Plan. Contractor shall work with County to prioritize the below scope of services.

The term of the contract is from the date of execution until June 30, 2024.

Contractor will provide the following services within each identified category during the term of this contract:

#### 1. **Business Technical Assistance**

On an ongoing basis, the Contractor will provide a robust business technical assistance program in western and eastern Nevada County that promotes the retention and expansion of existing and new businesses and higher-wage job creation. Business technical assistance will include, but is not limited to:

- A. Provide resources to businesses that include business planning, financial planning, strategic planning, needs assessments, workforce recruitment and development planning.
  - 1. Provide free direct one-on-one business counseling and workshops services through the Sierra Small Business Development Center (SBDC) that include but are not limited to:
    - a. Business Planning & Business Model Canvas
    - b. Cash flow management
    - c. Access to capital
    - d. Human Resources
    - e. Social Media and Marketing
    - f. Web-based commerce (e.g. QuickBooks)
  - 2. Provide free virtual educational business technical assistance webinars.
  - 3. Collaborate with the workforce development partners such as the Northern Rural Training Employment Consortium (NoRTEC) service providers, and Nevada County Social Services for workforce recruitment and development planning.
  - 3. Collaborate and provide pass-through funding for the most efficient use of resources to Sierra Commons and the ERC for programming, joint marketing and direct technical assistance.
- B. Promote business assistance services through pro-active outreach marketing strategies to all industry and sector stakeholders and occupational needs that include:
  - 1. Outreach efforts to address areas that impact businesses, such as natural disaster recovery, business expansion efforts and business startup efforts.
  - 2. Collaborate with the ERC to host an annual Economic Development Summit

that includes eastern and western Nevada County.

- C. Facilitate access to business resources such as investor capital, relocation services, grants, and other applicable federal, state and local resources that include but are not limited to:
  - 1. Sierra Business Development Center Tech Future Groups Program
  - 2. Economic Development Agency (EDA) Programs
  - 3. Small Business Administration (SBA) Programs
  - 4. United States Department of Agriculture (USDA) Rural Development Programs
  - 5. California Governor's Office of Business and Economic Development (GO-Biz)
  - 6. Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA) Programs and related programs and affiliates.
- D. Provide resources to businesses to address workforce needs such as recruitment and training in collaboration with workforce development organizations, Social Services/CalWORKS, Sierra College, and others.
  - 1. Maintain status as a registered contractor with the California Employment Development Agency to provide Employment Training Panel (ETP) workforce development and recruitment programs and services to eligible private sector employers.

2. **Warm-Hand Off Coordination Services**

- A. Work directly with the county's economic development program manager to provide warm-handoff coordination services between new and existing businesses/ developers to facilitate business development and growth. In addition:
  - 1. Meet with representatives from other governing bodies and community organizations to encourage cooperative action or resolve problems.
  - 2. Develop professional relationships with economic and workforce development providers, partners, regulatory and government agencies within Nevada County.
- B. Assist the county's economic development program manager (EDM) to deliver timely, transparent and consistent services by advising and providing referral resources to new or existing businesses who need assistance navigating permitting and other regulatory processes that include:
  - 1. Provide follow-up services on all referrals for assistance provided.
  - 2. Periodically meet with County EDM to collaborate on business outreach to facilitate access to business technical resources, and private business collaboration.
  - 3. Develop and implement a collaborative marketing strategy with EDM to promote educational programming to help businesses understand the permitting and regulatory process.
  - 4. Facilitate and coordinate business networking with EDM to identify opportunities to streamline development projects, overcome barriers that assist both EDM and Private Business efforts that promote economic development and the creation, retention and expansion of jobs.

5. Work with business owners, investors, and developers to encourage and facilitate new investment in the community.
  6. Provide support to the EDM as requested and provide timely feedback from the business community perspective and vice versa - provide objective input to the business community from the County's perspective.
- C. Provide strategic economic development counsel, and innovative solutions for infrastructure development and developer partnership opportunities, and other economic development strategies that include:
1. Develop a process for impact analysis, feasibility and review of infrastructure development projects, developer partnership opportunities and other economic development strategies to support the County's efforts to promote infrastructure development and projects identified in the Comprehensive Economic Development Strategy (CEDS).
  2. Provide recommendations and facilitate efforts to advance shovel ready projects with applicable funding opportunities that promote economic development and the strategies identified in the Nevada County General Plan - Area Plans and unincorporated communities of interest that include Penn Valley, Higgins Corner/Combie Corridor, Loma Rica Industrial Park, Soda Springs, North San Juan, and other communities of interest in the unincorporated area of the county.
- D. Communicate and coordinate services, where applicable, to incorporated jurisdictional development departments of the City of Grass Valley, City of Nevada City, and Town of Truckee. Efforts will include:
1. Promote opportunities to develop positive, transparent and multi-beneficial relationships between the County and incorporated areas that support important development projects in broadband expansion, policy development, increase of Transient Occupancy Tax (TOT), and eligibility for state and federal funds.
  2. Provide support that advances a coordinated approach to strengthen targeted industries that promote industry diversification in the local and regional economy.

3. **Inclusive Private Business Collaboration**

- A. Contractor will support EDM in the implementation of the Economic Development Action Plan and meet on a regular basis to measure impact.
- B. Promote and participate in local and regional networking events, workshops and applicable economic development association organizations.
  1. Engage and work with established and emerging organizations and regional private sector associations that include but not limited to Nevada County Economic Resource Council, California Manufacturing Technology Consulting (CMTC), Nevada County Contractors Association, Contractors Association of Truckee Tahoe, Nevada County Association of Realtors, Nevada County Arts Council, Chamber of Commerce organizations, Grass Valley Downtown Association, Truckee Downtown Merchants Association, Donner Summit Association, Nevada County Cannabis Alliance, and Sierra Commons.

4. **Promote the Expansion of Rural Broadband**

- A. On an ongoing basis, Contractor shall provide services that promote the expansion of

rural broadband by implementing strategies identified in the Nevada County Broadband Strategy Plan and leveraging federal and state funding opportunities.

- i. Serve as an active member of the Nevada County Broadband Work Group and support the group's objectives.
- ii. Promote and implement Broadband Best Practices listed in the 2023 Broadband Strategy.
- iii. Support and advance broadband project readiness.
  1. Produce a permitting toolkit, to support the broadband environmental impact report.
  2. Participate in the development of a request for qualifications (RFQ), and participate in the process of vetting and selecting qualified applicants. Determine if a future RFQ is appropriate, based on the results of the initial round.
  3. For the Golden State Connect Authority Project, help the project team identify the best possible project area and leverage County relationships with internet service providers (ISPs) to fill any gaps in service areas.
  4. Support the development and maintenance of productive partnerships and collaborations with the key partners listed in the Broadband Strategy, and any others who may be relevant, in the name of broadband expansion.
- iv. Help Nevada County and its internet service providers find out about and qualify for broadband funding opportunities and apply for them in a timely fashion.
  1. Track funding opportunities
  2. Continue to administer and identify improvements for the County's last-mile grant program and any future County broadband grant programs.
- v. Support and promote initiatives that advance digital equity and inclusion, including the programs listed in the 2023 Nevada County Broadband Strategy.
- vi. As needed and appropriate, update the Nevada County Broadband Strategy.
- vii. Respond to residents' general broadband inquiries.

1.

### **Deliverables**

- A. Contractor shall collect information on services delivered in accordance with Section 1 Business Technical Assistance Subsections A & B. Potential metrics include but are not limited to data on the number of business served, types of businesses and industries served, types of occupations served (higher wage jobs), type of services provided, number of workshops provided, number of workshop attendees, areas served, estimated number of jobs created and/or retained as a result of services provided.
- B. Contractor shall collect information on facilitation services delivered in accordance with Section 1 Business Technical Assistance Subsections C and D. Potential metrics include but are not limited to the amount of investor capital infused, number of relocated businesses, number of grants applied and obtained, and other applicable federal, state and local resources, including number of businesses served, sources of resources, estimated infusion of capital.
- C. Contractor shall collect information which shall be reflected on the monthly invoice detail page of facilitation services delivered in accordance with Section 2 Warm-Handoff Coordination Services Subsections A and B. Potential metrics should relate to outputs and outcomes of warm-handoff coordination services with the jurisdictional development agencies. This includes data on the number of businesses served, types of businesses and industries served, type of coordinated services and identification of

jurisdictional development department divisions involved. Contractor will also collect information on the types of permits needed and business feedback.

1. Contractor will meet with Nevada County EDM staff on a regular basis, but no less than monthly, to implement and operate warm-handoff coordination services and is strongly encouraged to meet with the cities/town as well.
  2. Contractor shall track all pulled commercial permits from the Community Development Agency on a bi-weekly basis or as other mutually agreed schedule and track feedback received from business.
  3. Contractor will document efforts to promote networking opportunities and make available applicable resources. Contractor shall track applicable business feedback provided to CDA.
- D. Contractor will meet with County Executive Staff and provide recommendation reports, memos or other transmittals as applicable in accordance with services delivered in accordance with Section 2 Warm-Handoff Coordination Services Subsections C and D.
- E. Contractor shall collect information on services delivered in accordance with Section 3 Inclusive Private Business Collaboration. Potential metrics include but are not limited to marketing activities, annual economic development summit activities, organizational partnerships, and networking activities. Contractor will also track activities that relate to developmental opportunities, including any work with Nevada County Housing and Community Services and Cities/Town.
- F. **Section 4, Expansion of Rural Broadband:**

Provide a monthly report of work performed, referencing the activities listed in section 4 (A)(i-v). Report should include enough detail that, as an example, County staff can glean takeaways / next steps / implications for Nevada County from any event or meeting attended by Contractor on behalf of the County. This can be provided on the monthly invoice detail page of the invoice report.

From 4(A)(i): Include in this monthly report a tracking spreadsheet showing progress toward the implementation of the Broadband Best Practices listed in the 2023 Nevada County Broadband Strategy Plan (and current status on any items not yet implemented).

From 4(A)(ii)(1): Produce a permitting toolkit that will support the Broadband EIR.

From 4(A)(ii)(4): Include in this monthly report a tracking spreadsheet detailing communications/collaboration with key partners and regional stakeholders, including those listed in the Broadband Strategy.

From 4(A)(iii)(1): Maintain a tracking spreadsheet of funding opportunities, including information on whether Nevada County or its local ISPs qualify, application deadline, application status (if applicable), person responsible for preparing/submitting the application, and any other relevant information.

If Contractor must miss a regularly scheduled Broadband Work Group meeting, Contractor will provide a written update to the County in advance, or within 24 hours after the meeting takes place, unless extenuating circumstances delay this update.

Contractor will be available to participate in a presentation with County staff about broadband activities and accomplishments at the annual Board of Supervisors' Workshop in January.

- G. Provide an annual presentation to the Board of Supervisors on all contract activity.

2. **Contractor Obligations:**

- A. Contractor shall maintain an office location/available physical presence in eastern and western Nevada County that is available to the public on a consistent and routine basis, as mutually agreed by Contractor and County to better serve the entire business community. Service locations may change periodically, but may include:
  - 1. 10183 Truckee Airport Road, Truckee
  - 2. 792 Searls Avenue, Nevada City
  - 3. 950 Maidu Avenue, Nevada City
  - 4. Other locations as identified by Contractor that include client business offices, storefronts, Chamber of Commerce organizations, and other locations.
- B. Contractor shall maintain a website with accurate and timely information on the hours, and time of operations, an updated list of physical locations, and contact information. Contractor shall provide County with an updated schedule of operations.
- C. Contractor shall participate in economic development forums on best practices and regional activities such as the California Association for Local Economic Development, Rural County Representatives of California, Economic Development Agency, (EDA), and other applicable associations and organizations.

3. **Reporting Requirements**

Contractor shall comply with the following reporting requirements:

Upon execution of this agreement, Contractor shall work with county staff to determine reporting, including but not limited to, detailed information with the monthly invoice, report outs at monthly meetings, reports requested by the Board of Supervisors, and other narrative, quantitative and qualitative information on the deliverables outlined in Section 1.5. Reports are submitted monthly with the invoice. Should the County request additional or clarifying information, Contractor shall have 10 days to provide a written or other applicable response with the requested information.

- A. On a monthly basis, Contractor shall provide a detailed report on all schedule of services including financial information.
- B. At the end of the fiscal year, Contractor shall provide an annual report on all schedule of service activities, including an annual financial report.
- C. At the end of the fiscal year, Contractor shall provide an annual presentation on all schedule of service activities to the Board of Supervisors, including a summary of all financial activity.

## EXHIBIT B

### SCHEDULE OF CHARGES AND PAYMENTS

#### Maximum Limit & Fee Schedule

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

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

Invoices shall be paid through 0101-10902-451-1000/521520

#### Payment Schedule:

Monthly Period	Invoice Due Date	Accompanying Report	Amount
0	24-July-23	Contract Commencement	\$ 14,858.00
1	5-Aug-23	Invoice with detailed report	\$ 14,858.00
2	5-Sep-23	Invoice with detailed report	\$ 14,858.00
3	5-Nov -23	Invoice with detailed report	\$ 14,858.00
4	5-Dec-23	Invoice with detailed report	\$ 14,858.00
5	5-Jan-24	Invoice with detailed report	\$ 14,858.00
6	5-Feb-24	Invoice with detailed report	\$ 14,858.00
7	5-Mar-24	Invoice with detailed report	\$ 14,858.00
8	5-Apr-24	Invoice with detailed report	\$ 14,858.00
9	5-May-24	Invoice with detailed report	\$ 14,858.00
10	5-Jun-24	Annual Presentation	\$ 14,858.00
11	5- Jul-24	Annual Report	\$ 14,862.00
		<b>Total</b>	<b>\$178,300.00</b>

#### Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s). Below is an example of an invoice template that Contractor may use or portions thereof to ensure contract expenditures transparently correspond with submitted reports. Contractor will continue to use the invoice form and detail sheet currently being used.

Submit all invoices to: Nevada County Economic Development Office  
Attn: Kimberly Parker  
[Kimberly.parker@nevadacountyca.gov](mailto:Kimberly.parker@nevadacountyca.gov)  
950 Maidu Avenue, Ste. 270  
Nevada City, CA 95959

### Payment Schedule

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

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement 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:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$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.
2. **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.
3. **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.
4. **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.
5. 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:

1. **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.)
2. **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.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against 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.
5. **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.
6. **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.
7. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.

13. **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
14. **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.

