



**RESOLUTION No. 15-271**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**APPROVING A PERSONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND THE NEVADA COUNTY ECONOMIC RESOURCE COUNCIL FOR COMPREHENSIVE ECONOMIC DEVELOPMENT PROGRAM MANAGEMENT SERVICES IN THE MAXIMUM AMOUNT OF \$676,525, AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE CONTRACT**

WHEREAS, the Board of Supervisors of the County of Nevada is committed to supporting community economic development and tourism promotion activities in Nevada County; and

WHEREAS, the Board of Supervisors desires that economic development and tourism marketing programs be a collaborative effort between the County and a diverse group of stakeholders countywide, including but not limited to: workforce development and job training services; organizations dedicated to business support and community development, the Cities of Grass Valley and Nevada City and the Town of Truckee; and tourism stakeholders including the Chambers of Commerce, Nevada County Arts, the Nevada County Fairgrounds, Sierra Vintners, and the lodging, restaurant, and recreation industries; and

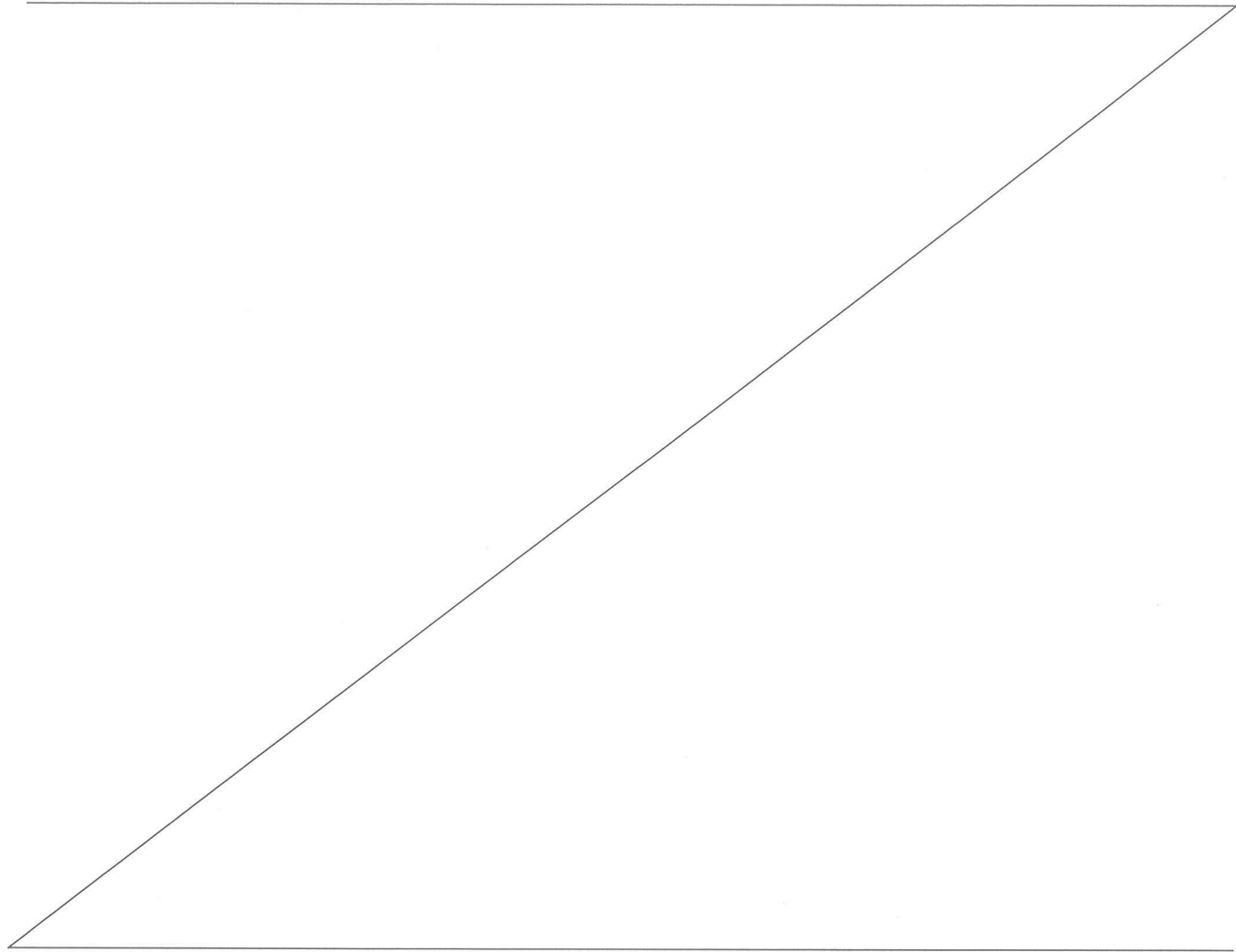
WHEREAS, the mission of the Nevada County Economic Resource Council (NCERC) is to "enhance the economic vitality of Nevada County by supporting the retention, creation and attraction of quality jobs, while retaining our unique environment" which includes driving business and tourism dollars to Nevada County; and

WHEREAS, the County and NCERC now desire to enter into a contract to provide for Comprehensive Economic Development Program Management services for the County of Nevada.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada that a Personal Services Contract, by and between the County and the Nevada County Economic Resource Council in the maximum amount of \$676,525 for the period of July 1, 2015 through June 30, 2020 is hereby approved in substantially the form attached hereto as Exhibit A, and that the Chair of the Board of Supervisors be and hereby is authorized to execute said Contract on behalf of the County of Nevada.

Funds in the amount of \$130,000 to be encumbered for the 2015/16 Fiscal Year. Funds are to be disbursed from accounts as follows:

0101-10902-451-1000/521520	\$80,000
1589-50105-494-5001/521520	\$50,000



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 16th day of June, 2015, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

6/16/2015 cc: COB\*  
ERC\*  
AC\*

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**Economic Resource Council**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Comprehensive Economic Development Program Management for the County of Nevada**

**SUMMARY OF MATERIAL TERMS**

(§2) <b>Maximum Contract Price:</b>	\$676,525.00	FY 2015-16 Maximum: \$130,000
		FY 2016-17 Maximum: \$132,600
		FY 2017-18 Maximum: \$135,252
		FY 2018-19 Maximum: \$137,957
		FY 2019-20 Maximum: \$140,716
(§3) <b>Contract Beginning Date:</b>	7/1/2015	<b>Contract Termination Date:</b> 6/30/2020
(§4) <b>Liquidated Damages:</b>	N/A	

**INSURANCE POLICIES**

		Req'd	Not Req'd
(§6) <b>Commercial General Liability</b>	(\$1,000,000)	X	
(§7) <b>Automobile Liability</b>	(\$ 300,000) Personal Auto		X
	(\$1,000,000) Business Rated	X	
	(\$1,000,000) Commercial Policy		X
(§8) <b>Worker's Compensation</b>		X	
(§9) <b>Cyber Liability</b>	(\$1,000,000)	X	

**LICENSES**

(§14) None required

**NOTICE & IDENTIFICATION**

(§26) <b>Contractor:</b> Nevada County Economic Resource Council 149 Crown Point Court, Suite A Grass Valley, CA 95945  Contact Person: Jon Gregory (530)274-8455 e-mail: jongregory@ncerc.org	<b>County of Nevada:</b> 950 Maidu Avenue Nevada City, California 95959  Contact Person: Eve Diamond (530) 265-7247 e-mail: eve.diamond@co.nevada.ca.us  Funds: 0101-10902-451-1000/521520 - \$80,000 1589-50105-494-5001/521520 - \$50,000
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**Contractor is a:** (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> DbA,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

**EDD:** Independent Contractor Worksheet Required:  Yes  No  
**HIPAA:** Schedule of Required Provisions (Exhibit D):  Yes  No

**ATTACHMENTS**

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	X	
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	X	
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	X	
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)		X
<b>Exhibit E: County Social Media Post &amp; Comment Policy</b>	X	
<b>Exhibit F: County Social Media Use Policy</b>	X	

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### 1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule") . If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### 2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

#### 3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

#### 4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### 5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

#### 6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating

(FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. 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 nor 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 at §§6, 7, 8, 9 and 10, 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 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 Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so 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 Contract, or both.

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. 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. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

*LW*

**16. Accessibility (County Resolution No. 00190):**

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 be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof 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**.

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) days written notice** to Contractor.

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.

County, upon giving **sixty (60) 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.

Miscellaneous

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said 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

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The 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.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. 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.

CONTRACTOR:

Lynn S. Wahn

Name: ERC Chair  
Title:

Dated: 6/8/15

COUNTY OF NEVADA:

Ed C. Scofield

Honorable Edward C. Scofield  
Chair, Board of Supervisors

Dated: 6/16/15

Attest: Julie Patterson Hunter

Julie Patterson Hunter  
Clerk of the Board

EW

## EXHIBIT "A"

### SCHEDULE OF SERVICES

Nevada County Economic Resource Council (NCERC)

#### A. Services

Contractor and County agree to enter into a contract in the maximum amount not to exceed \$676,525 to provide comprehensive economic development and tourism marketing services with the anticipated result of these activities intended to implement the objectives outlined in the County's marketing plan.

The term of this contract is from the date of execution until June 30, 2020.

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

#### ECONOMIC DEVELOPMENT and INTEGRATED TOURISM MARKETING

#### B. Goals

1. To facilitate the economic development of Nevada County through business development, marketing and integrated tourism initiatives that result in Nevada County being recognized as one of the most economically competitive and culturally diverse rural counties by 2019.
2. To grow Nevada County's "economic pie" by focusing on initiatives that bring new dollars into the area by assisting local companies who sell products statewide, nationally or globally; or through marketing efforts which bring new technology oriented businesses or talent to locate in Nevada County; or through attracting visitors to the area who spend their dollars in Nevada County while here.
3. To strengthen Nevada County's brand awareness outside of the region among a combination of audiences: visitors, tech talent (both experienced and entry level), media, technology companies (particularly those that fall within the broadly-defined Digital Media sector).

#### C. Objectives

1. To facilitate the economic development of Nevada County by cultivating a favorable environment for entrepreneurial start-ups and existing Nevada County businesses, and a new location for businesses seeking to relocate having a shared alignment with Nevada County attributes; with the goal of supporting, retaining and growing businesses and jobs to the demonstrated benefit of the unincorporated areas of western and eastern county
2. To provide ongoing leadership to facilitate a unified effort with partners across a broad spectrum of tourism, the arts, healthcare, agriculture and technology within Nevada County as well others outside Nevada County in order to improve the overall competitiveness of the area and increase Nevada County Sales and Transient Occupancy Tax revenues. A special emphasis is on the Digital Media (broadly defined) sector due to the existing foundation of companies in this sector, and the huge global market opportunity it represents from a competitive differentiation standpoint.
3. To serve as the County's Economic Development Advisor on issues that impact the County, and serve as the County's designee to the County's designated Economic Development District.

**D. Activities and Performance Measures**

**1. The ERC will provide technical assistance to local businesses:**

- 1.1 Serve as a central resource for business retention and expansion in Nevada County.
- 1.2 Connect local businesses to vital sources of capital, information resources and technical expertise.
- 1.3 Collaborate with participants from the public and private sectors to evaluate regulatory, permitting, infrastructure and other constraints to business and recommend targeted reforms that will facilitate responsible economic growth in Nevada County.
- 1.4 Provide ongoing support to businesses selected for targeted assistance.
- 1.5 Annually contribute to positively impact the growth of at least five existing Nevada County businesses to increase revenues, improve or streamline services or other tangible benefit.
- 1.6 Pursue engagement with as broad a base of the business community as possible which can bring different resources, skills, knowledge and expertise to the betterment of local businesses, while significantly increasing the ERC's membership base.
- 1.7 Annually contribute to positively impact the growth of at least one existing Nevada County businesses with the retention or creation of 10 jobs or more.
- 1.8 Showcase companies at four annual business showcase and networking events, each that have a focus on a different economic sector important to Nevada County.
- 1.9 Maintain and improve the NCERC website with current content and functionality – providing a unique resource for business and job seekers, including:
  - A “one-stop” information function that contains consolidated information and links to local resources for Nevada County commercial property leasing and purchasing, major community/county/city infrastructure such as airport, freight/parcel providers, manufacturers, suppliers, major service providers, hospitals, colleges, etc.
  - Links to resources for current demographic and market information, economic indicator reports, business newsletters and workforce training
- 1.10 Annually help foster the start-up of at least one new business in Nevada County that has the potential to create 10 jobs or more
- 1.11 Host periodic events that promote, bring together or provide targeted information for businesses from both East and West areas of the County.
- 1.12 Advise the County on how to leverage State and Federal funding available to Economic Development district businesses through its membership in the County's designated Economic Development District.

**2. The ERC will assist and support the growth of existing and emerging business “clusters” such as technology, agriculture, health and recreation, with a special emphasis on Digital Media (broadly defined):**

- 2.1 Pursue potential sites and/or facilities for a Digital Media Campus.
- 2.2 Pursue private, public and/or philanthropic funding to complete the detailed Campus feasibility analysis and to secure the campus facilities.
- 2.3 Identify and pursue companies to locate at the Digital Media Campus.
- 2.4 Develop a plan for programs and services that will be operated out of the Digital Media Campus.
- 2.5 Coordinate with all key government, private, education and nonprofit stakeholders who can add value to, or benefit from, the Digital Media Campus.

**3. The ERC will assist businesses with talent-related needs:**

- 3.1 Collaborate with industry, workforce development and education partners such as CalWORKs to improve the labor pool for employers and employment opportunities to individuals, through activities such as meetings, surveys and training. Where possible, ensure training opportunities are made available to CalWORKs participants.
- 3.2 Advise workforce development partners, to include CalWORKs, of labor trends, needed skills and opportunities in the local labor market so that programs may be tailored to meet the specific workforce needs in the community.
- 3.3 Market workforce programs to retain and expand business capacity and link employers with the appropriate workforce development providers or programs.
- 3.4 Collaborate with industry and workforce partners on outreach visits to career days at universities and community colleges and pursue hosting a "Job Day" in Nevada County to bring in students from universities across Northern California.
- 3.5 Integrate the talent-related needs of local technology companies into the ERC's marketing campaign.
- 3.6 Identify local business with staffing needs that may be met through placement of Subsidized Employment Program participants, and make referrals to CalWORKs. If placements result from these referrals, provide feedback to CalWORKs so that they can continue to improve skill development and job placement to best meet the needs of participants and local businesses.

**4. The ERC will assist businesses seeking to move to the area:**

- 4.1 Collaborate with participants from the public and private sectors to address regulatory, permitting, infrastructure and any other site location related needs associated with companies interested in moving to Nevada County
- 4.2 Serve as a central information resource to pull together custom-tailored data to meet the needs of companies seeking to locate in Nevada County
- 4.3 Work closely with all key stakeholders who can provide resources or information that is essential to locating businesses in Nevada County
- 4.4 Incentivize relocation or expansion of businesses in Nevada County by coordinating with CalWORKs to make Subsidized Employment Program participants available to fill immediate staffing needs at reduced cost to businesses, while helping individuals gain needed skills that may help them transition to permanent employment.
- 4.5 Integrate business attraction initiative efforts with the ERC's marketing campaign, to include identifying the most advantageous industry trade show to generate business location needs

**5. The ERC will implement an integrated marketing campaign that encompasses tourism, the arts, talent and technology companies:**

- 5.1 Identify all of the critical information components necessary to implement a successful marketing campaign and collect that information.
- 5.2 Use the ERC web site, [www.GoNevadaCounty.com](http://www.GoNevadaCounty.com) and various social media tools as key vehicles for promoting the marketing campaign.
- 5.3 Develop marketing materials that integrate tourism, arts, talent and tech as aligned themes and package for use in reaching multiple target audiences.
- 5.4 Participate as an attendee, exhibitor or sponsor in key trade shows and conferences that best meet the goals of the marketing campaign.
- 5.5 Promote ERC services through a schedule of events, print, broadcast and online media.

- 5.6 Increase and expand participation and collaboration by stakeholders in the arts, tourism, technology, education, agriculture and other key sectors of the local economy to improve the competitiveness of Nevada County.
- 5.7 Where in alignment with the integrated marketing effort, perform other advertising and marketing activities as outlined in its Tourism Marketing Action Plan.
- 5.8 Advertising and Marketing activities will include a clear effort to include Truckee and the East County in collaboration with other county regions.
- 5.9 All integrated marketing, advertising and promotional content will feature the comprehensive County "message" and GoNevadaCounty.com.
- 5.10 All use of the GoNevadaCounty.com logo in advertising will be accompanied by the phrase "The Official Online Guide to Nevada County."

**6. Maintenance of the County's Tourism Website, GoNevadaCounty.com**

The ERC will maintain the County's tourism website, [www.GoNevadaCounty.com](http://www.GoNevadaCounty.com), to ensure the site's continued growth, success and integrity. The website also includes a blog roll and a Facebook account at [www.Facebook.com/GoNevadaCounty](http://www.Facebook.com/GoNevadaCounty). The services to be performed are as follows:

**6.1 Specifications**

The website [www.GoNevadaCounty.com](http://www.GoNevadaCounty.com) currently has the following specifications:

- Domain: gonevadacounty.com
- Software: Static/CGI/PHP
- Host - [webfaction.com](http://webfaction.com)
- Calendaring Solution – Trumba.com

**6.2 Backend, Integration & Database Services**

- 6.2.1 Do code and broken link repair work as needed.
- 6.2.2 County to maintain and renew domain name, third party (Webfaction) web hosting of GoNevadaCounty.com and all other website licenses, contracts and registration fees (except calendaring solution) at County's expense during the term of this contract.

**6.3 Tracking and Reporting Services**

- 6.3.1 Maintain and support existing CGI scripts involving sending forms, alerts and/or automated replies. Evaluate all hyperlinks on website, document findings and perform breaks/fixes as needed.
- 6.3.2 Provide biannual website traffic reports, including web usage, referrals and page hit analysis to the County via Google analytics, existing host admin tools or other methods acceptable to the County. Reports should include a brief professional analysis and/or synopsis of reported data.

**6.4 Content Management**

- 6.5.1 Maintain and manage a comprehensive community calendar, which includes: assisting users on how to submit events, providing e-mail and phone support for calendar users as needed, researching and soliciting event information, ensuring event information is current and accurate, monitoring posts and removing outdated information.
- 6.5.2 Moderate existing Tourism Blog and provide weekly postings that will promote the area or highlight upcoming community events. Keep up-to-date with events and work with various tourism stakeholders to promote them.
- 6.5.3 Develop and/or solicit monthly website content in coordination with community stakeholders. Content may include, but will not be limited to, expanding tourism



- 6.5.3 Develop and/or solicit monthly website content in coordination with community stakeholders. Content may include, but will not be limited to, expanding tourism information on recreation, arts, lodging, culture, food, wine and shopping. Upload content to website, including, but not limited to, text, images, banner and video.
- 6.5.4 Maintain and manage business listings and/or points of interest listed on the website. This includes: creating criteria to add or remove a listing, monthly updates and monthly monitoring of all links to ensure functionality for each listing as needed.
- 6.5.5 Recommend changes to GoNevadaCounty.com to improve the website.

6.5 Administrative

- 6.5.1 Social Media Policy - Contractor agrees to comply with County Social Media Post and Comment Policy (Exhibit E) and Social Media Use Policy (Exhibit F). County reserves the right to modify these policies without notice.
- 6.5.2 It is expressly understood that County owns and is responsible for all existing content on the site at the time the contract is awarded to Nevada County Economic Resource Council (NCERC). NCERC agrees that any and all new content provided during the contract period may be subject to authorization by the County.

**E. Sustainability measures**

Annually grow the ERC's revenues from non-County sources by at least 5% over the previous year through:

- New memberships, sponsorships (value in dollars)
- Grants obtained or applied for
- ERC Foundation / fundraising activities.

**F. Reporting and Performance Measurement** – The ERC shall provide semi-annual written progress reports utilizing the template in Attachment 1, on the effectiveness of its integrated marketing campaign, economic development initiatives, and CalWORKS activities to the County Designee and prepare a brief presentation for the Board of Supervisors on an annual basis. Timely updates should be provided on potential and ongoing projects as necessary and via the monthly Executive Director's report to the ERC Board of Directors. The Mid-Term Report will be due 30 days following the quarter ending December 30 of each year. The Annual Report is due within 30 days following the quarter ending June 30 of each year.

The Annual report shall include a breakdown of expenditures of contract funds by category. All reports and presentations should outline the activities accomplished and include statistics for each performance measure outlined herein; which may include, but not be limited to:

**Economic Development**

- Payroll, average high wage salary, number of jobs/high wage jobs
- Emerging Technology Assists
- New qualified prospects
- Testimonials
- Creation and distribution of industry packets, promotional materials such as videos, DVD's, etc.
- Site Selector Visits to the County of Nevada
- Trade shows attended and analysis of benefits or detriment
- Number of new businesses locating in Nevada County

- Documented efforts and participation in regional partnerships to advance the economic prosperity vision for Nevada County

### **Integrated Marketing**

- Total reach of editorial placements (impressions)
- Advertising equivalent
- Tracking advertising and direct sales efforts by leads generated, coupons redeemed, TOT and sales revenues over a previous period (or other pertinent measures).
- Growth in GoNevadaCounty.com website traffic, visitation, and social media engagement.

### **CalWORKs Reporting**

- On a quarterly basis provide data to CalWORKs which depict ERC activities as related to workforce development to include:
  - Local labor market trends
  - Specific areas where employee skill sets can be developed to meet existing employment opportunities.
- Meet with CalWORKs staff twice annually to coordinate workforce development efforts by defining and tailoring strategies to the specific business needs in Nevada County.
- On an ongoing basis, provide CalWORKs with referrals to local businesses that have new employment opportunities which are appropriate for Subsidized Employment Program (SEP) placements. Provide feedback to CalWORKs on the success of such placements so that future placements and skill development can be improved. ERC will include these referrals within the quarterly report to be provided to CalWORKs staff.

DW

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**

(Paid by County)

**Payment**

For the period July 1, 2015 through June 30, 2016 County shall pay Contractor a fixed sum of \$130,000 to perform the services described in Exhibit A.

In each subsequent year, the Contract Amount shall increase on July 1 of each year by the lesser of 2% or the average Consumer Price Index ("CPI") set forth in the California CPI for All Urban Consumers All Items during the twelve-month period from December to December. In no event shall the increase be greater than 2%.

The initial disbursement will be paid by the County within 30 days of execution of this contract and receipt of an invoice from the Contractor to the County. For remaining disbursements, Contractor shall submit an invoice within 30 days after the end of each quarter ending September 30, December 30, March 30, and June 30. Each invoice will include the CalWORKS report. The December 30 invoice will additionally be accompanied by the Midterm Report and GoNevadaCounty.com report; the June 30 invoice will be accompanied by the GoNevadaCounty.com report and the Annual Report to the Board of Supervisors. County shall review invoices and reports and notify Contractor within fifteen (15) working days if an item on the invoice or report is being questioned. Payment of approved invoice shall be made within thirty (30) days of receipt of complete, approved invoice/report. A summary is below:

Payments shall be made within 30 days of below milestones:	
Upon full execution of this Agreement (invoice required)	\$26,000
September 30 <sup>th</sup> of each year (invoice and CalWORKS report required)	\$26,000
December 30 <sup>th</sup> of each year (invoice and mid-term report required)	\$26,000
March 30 <sup>th</sup> of each year (invoice and CalWORKS report required)	\$26,000
June 30 <sup>th</sup> of each year (invoice and annual report required)	\$26,000

**2015-16 Total      \$130,000.00**

Utilizing the same reporting schedule in subsequent years, each of the payments will equal one-quarter (1/4) of the total prior year contract amount plus, if applicable, the annual California CPI multiplier:

Fiscal Year	Prior Year Total x CPI (maximum 2%)	Maximum contract amount	Maximum quarterly payments
2016-17	\$ 2600	\$132,600	\$33,150
2017-18	\$ 2652	\$135,252	\$33,813
2018-19	\$ 2705	\$137,957	\$33,490
2019-20	\$ 2759	\$140,716	\$35,179

County will not pay for unauthorized services rendered by Contractor. If County has already advanced funds for services and later determines services have not been provided, Contractor shall refund said amounts within five (5) days of demand by County. County shall at no time make payments for any amount in excess of the maximum amount of this contract amount. Within thirty (30) days of request by County, Contractor will provide all copies of receipts, invoices or proof of payment for any expenditure under this Contract.

The Contractor shall submit invoices/reports to:

Nevada County Board of Supervisors Office  
Attn: Eve Diamond  
950 Maidu Avenue  
Nevada City, CA 95959



**EXHIBIT "C"**

**SCHEDULE OF CHANGES**

(Amendments and Additions to Contract)

The parties agree to the following amendment to the contract:

Where Exhibit "C" revises the language in the Personal Services Contract, the provisions of Exhibit C shall govern and supersede any inconsistent provisions.

- A. Section 22, Intellectual Property, is deleted in its entirety and the following is substituted in its place and stead:

"All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared or submitted by County, or which have been prepared by Contractor for the benefit of the County and the Tourism Website, excluding intellectual property belonging to third parties that is prepared for, or provided to, Contractor in furtherance of the services provided under this Contract, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception in a commercially recognized format. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

"Contractor shall be solely responsible for obtaining appropriate permission to use any Intellectual Property and complying with all trademark and copyright laws regarding use of such Intellectual Property. Contractor shall defend and indemnify County for all claims, liabilities, suits and damages related to use of Intellectual Property in connection with the services to be provided under this Contract. This section shall survive termination of this Contract."

  
Approved by County Counsel

Exhibit "E"  
**Social Media Post and Comment Policy**  
Effective Date: 27- Sep. 2012

**1. Privacy Policy and Disclaimer**

Any individual accessing, browsing and using a County of Nevada Social Media site accepts without limitation or qualification, the County's Social Media Policies (hereafter "Policies"). These terms and conditions apply only to the Social Media sites (defined here as third party hosted online technologies that facilitate social interaction and dialogue, such as Facebook, Twitter, YouTube and Flickr) that are managed by the County of Nevada. The County of Nevada maintains the right to modify these Policies without notice. Any modification is effective immediately upon posting the modification on the Social Media Policy page unless otherwise stated. Continued use of a County of Nevada Social Media site following the posting of any modification signifies acceptance of such modification.

All users of a County of Nevada Social Media site are also subject to the site's own Privacy Policy. The County of Nevada has no control over a third party site's privacy policy or their modifications to it. The County of Nevada also has no control over content, commercial advertisements or other postings produced by the Social Media site that appear on the County of Nevada Social Media site as part of the site's environment.

County social media sites are subject to the California Public Records Act. Any content maintained on a County social media site that is related to County business, including a list of subscribers, posted communication, and communication submitted for posting, may be considered a public record and subject to public disclosure. All postings on County social media sites shall be sent to an official County e-mail account and maintained consistent with the Public Records Act.

The County operates and maintains its Social Media Sites as a public service to provide information about County programs, services, projects, issues, events and activities. The County of Nevada assumes no liability for any inaccuracies these Social Media sites may contain and does not guarantee that the Social Media sites will be uninterrupted, permanent or error-free.

The County reserves the right to implement or remove any functionality of its social media site, when deemed appropriate by the Director of Information and General Services or his/her designee. This includes, but is not limited to, information, articles, pictures, videos or any other form of communication that is posted on a County social media site. The County reserves the right to terminate any County social media site at any time without notice.

**2. Posts Policy**

Although posts and comments are encouraged on the County of Nevada Social Media sites that allow posts, these sites are limited public forums and are moderated by County staff. All posted content (comments, photos, links, etc.) must be related to the stated topic only for discussion of County programs, services, projects, issues, events and activities. Postings are not a First Amendment protected open public forum for any topic.

The County strives to follow practices that enable County staff and the public to respectfully and productively collaborate together in on-line projects and eliminate on-line behavior that does not hold true to the community's civility values. The County will adhere to a culture of on-line community civility which includes the following values which support the "Speak Your Peace Civility Project":

**Pay Attention.** Be aware and attend to the world and the people around you.

**Listen.** Focus on others in order to better understand their points of view.

**Be Inclusive.** Welcome all groups of citizens working for the greater good of the community.

**Don't Gossip.** And don't accept when others choose to do so.

**Show Respect.** Honor other people and their opinions, especially in the midst of disagreement.

**Be Agreeable.** Look for opportunities to agree; don't contradict just to do so.

**Apologize.** Be sincere and repair damaged relationships.

**Give Constructive Criticism.** When disagreeing, stick to the issues and don't make a personal attack.  
**Social Media Post and Comment Policy – Exhibit “E”**  
Effective Date: 27- Sep. 2012

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**Take Responsibility.** Don't shift responsibility and blame onto others; share disagreements publicly

The following are prohibited on County of Nevada Social Media sites:

- Comments not topically related to County programs, services, projects, issues, events and activities, or the particular post being commented upon
- Posts and comments that promote or advertise commercial services, entities or products except as stipulated in County marketing plans and determined by the County to be essential to economic development
- Comments in support of or opposition to political candidates, campaigns or ballot measures
- Posts and comments that promote, foster or perpetuate discrimination on the basis of creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
- Vulgar, offensive, abusive, profane, slanderous, threatening or harassing language or content, or personal attacks of any kind
- Anonymous posts. Real names must be used.
- Obscene or sexual content or links to obscene or sexual content
- Illegal activity or encouragement of illegal activity
- Information that may tend to compromise the safety or security of the public or public systems
- Posts which contain confidential information as defined by County policy or state or federal law
- Posts which contain information that is not freely available to the public generally
- Content that violates a legal ownership interest of any other party

The County of Nevada reserves the right to remove posted content that does not comply with these Policies. All posts and comments uploaded to County of Nevada Social Media sites that allow posts will be periodically reviewed.

Communications made through County of Nevada Social Media sites in no way constitute a legal or official notice or comment to the County of Nevada (for example, a post or comment that asks for public records will not be considered a public records request). To comment about a specific County project or program, please contact the appropriate department.

### **3. Links and Embedded Content Policy**

The County of Nevada may select links to other Social Media sites and outside websites that offer helpful resources for users. Once an individual links to another page or site, the County's Policies no longer apply and you become subject to the policies of that page or site.

The County of Nevada's Social Media sites are intended specifically to share information about County programs, events and services. The County of Nevada is not responsible for the content that appears on these outside links and provides these links as a convenience only. Users should be aware that these external pages and sites and the information found on those pages and sites are not controlled by, provided by or endorsed by the County of Nevada. The County reserves the right to delete links posted by outside individuals that violate the County's Posts Policy at any time without notice.

#### Links by Other Entities to County of Nevada Social Media Sites

It is not necessary to get advance permission to link to County of Nevada Social Media sites; however, entities and individuals linking to County of Nevada Social Media sites should not in any way suggest that the County of Nevada has any relationship or affiliation with that organization or that the County endorses, sponsors or recommends the information, products or services of that site.

Embedded content from County of Nevada Social Media Sites on other sites

It is not necessary to get advance permission to embed County of Nevada Social Media site content; however, entities and individuals embedding content must not present County of Nevada content as their own or otherwise misrepresent any of the County’s Social Media site content. Furthermore, they shall not misinform users about the origin or ownership of County of Nevada Social Media site content. Embedded content from County of Nevada Social Media sites should not in any way suggest that the County of Nevada has any relationship or affiliation with that organization or that the County endorses, sponsors or recommends the information, products or services of that site.

**4. Copyright Policy**

All information and materials generated by the County of Nevada and provided on County of Nevada Social Media sites are the property of the County of Nevada. The County retains copyright on all text, graphic images and other content that was produced by the County of Nevada and found on the page. You may print copies of information and material for your own non-commercial use, provided that you retain the copyright symbol or other such proprietary notice intact on any copyrighted materials you copy. Please include a credit line reading: "credit: County of Nevada Facebook (or Twitter or YouTube) Page" or "Courtesy of County of Nevada."

Commercial use of text, County logos, photos and other graphics is prohibited without the express written permission of the County of Nevada. Use of the County logo is prohibited for any non-governmental purpose. Use, reproduction or redistribution of third party copyright materials without the express written permission of the copyright owner, unless such use is otherwise authorized by law. Any person reproducing or redistributing a third party copyright must adhere to the terms and conditions as established by the third party copyright holder. If you are a copyright holder and you feel that your materials were used inappropriately, without permission or without an appropriate credit line please notify the IGS Customer Care Manager with detailed information about the circumstances, so that the copyright information can be added or the material in question can be removed.

**5. Comment Policy**

Employees and contractors maintaining County Sponsored Social Media sites that permit public comment shall prominently display, or provide a link to, the below Comment Policy on each online page that displays discussion content.

**Comment Policy:**

The County of Nevada welcomes your comments. The purpose of this discussion is to present information relevant to the stated purpose of this site, regarding matters of public interest in the County of Nevada. We encourage you to submit your comments, but please note this is a moderated online discussion site and not a public forum.

Please note that the comments expressed on this site do not necessarily reflect the opinions or positions of the County its officers, agents, affiliates, or employees. If you have any questions concerning the operation of this online moderated discussion site, please contact us at [webmaster@co.nevada.ca.us](mailto:webmaster@co.nevada.ca.us).

**By posting anything to this site, you agree to follow the published guidelines as outlined in the County’s Website Social Media Comment Policy found [here](#).**

**6. Contact Us**

If you have any questions or concerns about the County of Nevada Social Media Policy or its implementation, or if you find incorrect information or are interested in seeking permissions that fall outside of the guidelines above, please contact the County’s IGS Customer Care Manager.

*EW*

“EXHIBIT F”  
Social Media Use Policy

Contractor shall comply with the following County Social Media policies for any Social Media sites created or managed by Contractor or its subcontractors, and shall incorporate the following provisions in all subcontracts involving the creation, use or maintenance of Social Media sites:

1. Any person authorized by Contractor or its subcontractors to create, manage, monitor or post items on any County-sponsored Social Media site shall review and be familiar with, and comply with the policies, terms and conditions contained in this Exhibit, the Social Media Post and Comment Policy attached hereto and the Social Media site utilized.
2. The County’s Social Media Post and Comment Policy shall be displayed to users or made available by hyperlink on all County-sponsored Social Media sites. Online discussions shall be moderated by the contractor or subcontractor. Postings that do not comply with the County’s Social Media Post and Comment Policy shall be promptly removed from public view. This includes, but is not limited to, statements, links, video, images, and documents. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster, when available.
3. California Public Records Act and e-discovery laws and policies apply to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws. Wherever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure. Users shall be notified that public disclosure requests must be directed to the relevant departmental public disclosure officer.
4. Contractor is responsible for complying with applicable federal, state, and county laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, California Public Records Act (CPRA), First Amendment, privacy laws and information security policies established by Nevada County.
5. Wherever possible, Social Media sites shall clearly indicate that any articles and other content posted or submitted for posting are subject to public disclosure. Public disclosure requests shall be responded to as soon as practical and consistent with the requirements of the CPRA. Contractor shall immediately transmit a copy of any public disclosure requests and its response thereto to the County.
6. Contractor shall ensure that Social Media sites are secure and that unauthorized persons are not allowed to make changes to official County social networking sites.
7. Contractor shall seek County approval prior to establishing any Social Media site or account on behalf of or directly affiliated with the County and before using any social media site or tool to gather public opinion, or allow public comment or postings.
8. When setting up official County social network accounts, Contractor will use a valid e-mail address. All social networking sites will be controlled by a secure username and password. Contractor is responsible for maintaining the user IDs and passwords for each site including maintenance of the site on a regular basis. Contractor may create “groups” within the social

network to support the goals and objective of this Agreement; however, Contractor agrees that it will regularly maintain, update, monitor and moderate all activity on any County-sponsored Social Media sites that Contractor creates. Contractor shall use the official County logo when setting up an official County social networking site.

9. All content, including posts and comments, made to Social Media sites created under this Agreement are subject to County's records retention requirements. Contractor shall comply with the County's records retention schedules. Records required to be maintained pursuant to a relevant records retention schedule shall be maintained for the required retention period in a format that preserves the integrity of the original record and is easily accessible using the approved County platforms and tools.

10. The County of Nevada's website (MyNevadaCounty.com) will remain the County's primary and predominant internet presence. Wherever possible, content posted to Social Media sites should contain links directing users back to the County's official websites for in-depth information, forms, documents or online services necessary to conduct business with the County of Nevada.

11. Contractor acknowledges and agrees that Contractor and its subcontractors are representing the County government via social media outlets must conduct themselves at all times as representatives of Nevada County. Use of County social network user IDs for personal use is prohibited. Contractor, its subcontractors and any persons authorized by them to create, manage, monitor or post items on any County-sponsored Social Media site shall not express his or her own personal views or concerns through such postings. Employees and contractors using Social Media to communicate on behalf of the County shall follow all posted or approved policies related to use of social media.

12. Users and visitors to Social Media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication from the County to members of the public. Contractors and subcontractors using Social Media to communicate on behalf of the County on a County-sponsored Social Media site should be mindful that statements posted represent the County, including its elected officials. Therefore, contractors and subcontractors should use discretion before posting. Employees and contractors using Social Media to communicate on behalf of the County shall follow all posted or approved policies related to use of social media.



**Economic Development and Tourism Marketing**

<p><b>1. List activities and outcomes in providing technical assistance to local businesses using the following metrics:</b></p> <ul style="list-style-type: none"> <li>• Payroll, average high wage salary, number of jobs/high wage jobs</li> <li>• Specific assistance provided to businesses</li> <li>• Testimonials</li> </ul>
<p>1.2 List activities to connect local businesses to capital, information or technical expertise.</p>
<p>1.3, 4.1 List activities to evaluate regulatory, permitting, infrastructure and other constraints to new or existing business and any recommendations to facilitate economic growth in Nevada County.</p>
<p>1.3, 1.5 List businesses selected for targeted assistance and describe the support provided, including outcomes such as increased revenues, improved or streamlined services or other tangible benefits.</p>
<p>1.7 Describe/list how ERC has contributed to positively impact the growth of at least one existing Nevada County businesses with the retention or creation of 10 jobs or more</p>
<p>1.8 List business showcase/networking events held, and companies showcased.</p>
<p>1.9 List specific improvements or additions to the NCERC website, and/or examples in providing a unique resource for business and job seekers.</p>
<p>1.10 List new business startups with the potential to create 10 jobs or more that ERC helped foster in Nevada County.</p>
<p>1.11 List events hosted by ERC that promote, bring together or provide targeted information for businesses from both East and West areas of the County; and notable outcomes.</p>

<p><b>2. Report activities and outcomes to assist and support the growth of existing and emerging business “clusters” in the following areas:</b></p>
<p>2.1 Pursuit of potential sites and/or facilities for a Digital Media Campus.</p>
<p>2.2 Pursuit of funding to complete the detailed Campus feasibility analysis and to secure the campus facilities.</p>
<p>2.3 Progress in identifying companies to locate at the Digital Media Campus.</p>

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2.4 Planning for programs and services that will be operated out of the Digital Media Campus.

2.5 Coordination with key government, private, education and nonprofit stakeholders who can add value to, or benefit from, the Digital Media Campus.

**3. List activities and outcomes to assist businesses with talent-related needs in the following areas:**

3.1 Collaboration with industry, workforce development and education partners to improve the labor pool.

3.2 Marketing of workforce programs

3.3 Status of outreach visits to career days at universities and community colleges and of hosting a "Job Day" in Nevada County for students from Northern California universities

3.4, 3.5 Update on integration of technology and talent into the ERC's marketing campaign.

**3 List activities and outcomes to assist businesses seeking to move to the area using the following metrics:**

- Site Selector Visits to the County of Nevada
- Trade shows attended and analysis of benefits or detriment
- Number of new businesses locating in Nevada County

4.2, 4.3, Resources or custom-tailored data provided to companies seeking to locate in Nevada County.

4.5 Integration of business attraction initiative efforts with the ERC's marketing campaign, including participation in industry trade shows

**4 List activities and outcomes in the listed elements of an integrated marketing campaign that encompasses tourism, the arts, talent and technology companies using such metrics as:**

- Total reach of editorial placements (impressions)
- Advertising equivalent
- Tracking advertising and direct sales efforts by leads generated, coupons redeemed, TOT and sales revenues over a previous period (or other pertinent measures).
- Creation and distribution of industry packets, promotional materials such as videos, DVD's, etc.



5.1, 5.2 Activities that incorporate the ERC web site, www.GoNevadaCounty.com and various social media tools to market Nevada County.
5.1 5.5, 5.6 Advertising and promotional activities that integrate tourism, arts, talent and tech to market Nevada County
5.2 List trade shows and conferences where ERC participated as an attendee, exhibitor or sponsor; and the value/benefit of such participation.
5.3, 7.4 Promotional/marketing activities to promote <u>ERC services</u> such as through events, print, broadcast and online media
5.3 Examples of increased / expanded participation and collaboration by stakeholders in the arts, tourism, technology, education, agriculture and other key sectors of the local economy.
5.4 Recommendations to assist / support increased tourism in Nevada County.

<p><b>5 Maintenance of the County's Tourism Website, GoNevadaCounty.com, to ensure the site's continued growth, success and integrity.</b></p> <p>6.3.2: Provide biannual website traffic reports, including web usage, referrals and page hit analysis to the County via Google analytics, existing host admin tools or other methods acceptable Report on Growth in GoNevadaCounty.com website traffic, visitation, and social media engagement.</p>
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<b>6 Sustainability measures</b>
7.1 List new memberships, sponsorships (value in dollars)
7.2 List grants obtained or applied for
7.3 Describe ERC Foundation / fundraising activities
7.4 List any other sustainability measures not covered above.

*EW*

<b>CalWORKS activities:</b>	
	Itemize referrals provided to CalWORKS of local business with staffing needs that may be met through placement of Subsidized Employment Program participants. If placements result from these referrals, note placements and feedback provided to CalWORKS so that they can continue to improve skill development and job placement to best meet the needs of participants and local businesses.
	Incentivize relocation or expansion of businesses in Nevada County by coordinating with CalWORKS to make Subsidized Employment Program participants available to fill immediate staffing needs at reduced cost to businesses, while helping individuals gain needed skills that may help them transition to permanent employment.
	Attach quarterly data provided to CalWORKS to help inform workforce development efforts, including local labor market trends, needed skills and opportunities.
	Report on biannual meetings with CalWORKS staff to coordinate workforce development efforts by tailoring strategies to the specific business needs in Nevada County.

**FOR ANNUAL REPORT:** Please provide an expenditure report that includes a breakdown of expenditures of contract funds by category.