

COUNTY OF NEVADA

PURCHASING DIVISION
 950 MAIDU AVENUE
 NEVADA CITY, CA 95959
 (530) 265-1238 Fax (530) 265-7112

Federal Excise Tax Exemption #94730213K
 Federal Tax ID #94-6000526



PURCHASE ORDER NO. PESO4006

PAGE NO. 1

VENDOR
 00005960
 NEVADA COUNTY PUBLISHING
 464 SUTTON WAY
 DO NOT CHANGE ADDRESS
 GRASS VALLEY CA 95945

SHIP TO
 ERIC ROOD ADMINISTRATION BUILDING
 950 MAIDU AVENUE
 NEVADA CITY, CA. 95959-8617
 ATTN: JEFFREY THORSBY

ORDER DATE: 07/17/20	BUYER: SANDY BALZER	REQ. NO.: 31114	REQ. DATE:
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: JEFFREY THORSBY/LELIA LOO
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	EACH	7-17-20- Reminder regarding coding for this particular procurement. Ord Code associated with this encumbrance is consistent with how economic development funds have been used overtime. Economic development funding is associated with the HHSA Housing Department and should be the same in future years to come CONTRACTOR SHALL PROVIDE SERVICES IN ACCORDANCE WITH THE ATTACHED CONTRACT TO PROMOTE TOURISM AND THE TOURISM INDUSTRY RELATED SECTORS IN NEVADA COUNTY	48000.0000	48,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	48,000.00
01	0101109024511000 521520	48,000.00	45100000	TOTAL \$	48,000.00

To avoid delays in payment, please note the Ship to and Bill To information above. Invoices are Net 30. Additional terms and conditions are on the reverse. Any attached contract terms and conditions supercede those on the reverse. This order is authorized by the County Purchasing Department.

APPROVED BY

[Signature]
 PURCHASING AGENT

Administering Agency: Nevada County, Board of Supervisors
Contract No. PESO4006
Contract Description: Tourism Promotion and GoNevadaCounty.com Website Support

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of July 1st, 2020 by and between the County of Nevada, ("County"), and Nevada County Publishing Company ("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 similar to County. **The amount of the contract shall not exceed Forty Eight Thousand Dollars \$48,000.00.**
3. **Term** This Agreement shall commence on July 1, 2020. 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, 2021.
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 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 moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this 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:	CONTRACTOR:
Nevada County Board of Supervisors Office	Nevada County Publishing Company
Attn: Jeffrey Thorsby	Attn: Chad Wingo
950 Maidu Ave. Ste# 200	464 Sutton Way
Nevada City, CA 95959	Grass Valley, CA 95945
Email: jeffrey.thorsby@co.nevada.ca.us	Email: cwingo@theunion.com
Phone: (530) 265-7247	Phone: (530) 477-4221

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: Devinne Balding, CPPC, CPPB on behalf of Date: 7/17/20

Printed Name/Title: Steve Monaghan, Purchasing Agent

CONTRACTOR: Nevada County Publishing Company

By: [Signature] Date: 6/30/20

Name: Julia Stidham

*Title: Advertising Director

By: [Signature] Date: 6/29/20

Name: Don Rogers

*Title: Publisher

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

Exhibits

- A. Schedule of Services
 - a. Attachment A- GNC Posting Guidelines and Procedures
 - b. Attachment B- Social Media Guidelines
 - c. Attachment C- Social Media Content Policy
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A

Contractor shall provide services that promote Tourism and tourism industry related sectors in Nevada County through the maintenance of the County's Tourism Website, www.GonevadaCounty.com. Contractor shall work 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. The County may direct and/or authorize Contractor to promote other special events or initiatives that support and promote economic development.

The services to be performed are as follows:

1. **Specifications:**

A. **The website www.GoNevadaCounty.com currently has the following specifications:**

- 1. Domain: gonevadacounty.com
- 2. Software: Static/CGI/PHP
- 3. Host - site 5
- 4. Calendaring Solution - Trumba.com
- 5. Backend, Integration & Database Services
- 6. Repair code and broken link repair need or work as needed.
- 7. County to maintain and renew domain name, third party 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.
- 8. Contractor agree to incorporate a Contract Addendum regarding technical upgrades, security updates and other technical backend matenenace to the website that shall be incorporated herein under Exhibit A that is included within the maximum amount of the contract under Exhibit B Schedule of Charges and Payments.

Jeffrey Thorsby 6/26/2020 12:18 PM
Deleted: -

Jeffrey Thorsby 6/26/2020 12:18 PM
Deleted: webfaction.com

Jeffrey Thorsby 6/26/2020 12:21 PM
Deleted: Report

Jeffrey Thorsby 6/26/2020 12:18 PM
Deleted: (Webfaction)

B. **Tracking and Reporting Services**

- 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.
- 2. Provide monthly summary reports and a comprehensive biannual website traffic reports, including webs 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 executive summary of reported data.
- 3. Content Management as specified throughout Exhibit A.

2. **Maintain and manage** a comprehensive community calendar, which includes: providing 15 subsidized editor subscriptions and training to community calendar users free of charge, providing regular updates to the community calendar, providing community calendar users with advanced training free of charge, assisting users on how to submit events, providing email and phone support for calendars users as needed, researching and soliciting event information, ensuring event information is current and accurate, monitoring posts and removing outdated information.

3. **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.

4. **Develop and/or solicit monthly 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.
5. **Develop and implement a strategic AdWords Advertising Campaign** that includes, but is not limited to, leveraging targeted ads with targeted key words, searches and phrases identified from tourism and user activity at GoNevadaCounty.com.
6. **Develop and implement a strategic Targeted Digital Display Advertising Campaign** that includes, but is not limited to, developing and distributing targeted messaging being delivered with custom, unique audience profiles and characteristics built for specific tourist audiences and GoNevadaCounty.com.
7. **Provide links and/or embedded applications to external booking or trip scheduling platforms or websites**, when applicable, that enable the streamlining of travel reservations and scheduling to promote tourism into Nevada County, both throughout Eastern and Western Nevada County.
8. **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.
9. **Develop and maintain a Press Room Portal** that includes a library of resources, such as wedding guides and other local business resources, and short featured videos that highlight specific business, sectors, and other tourism related activities.
10. **Participate in efforts to promote GoNevadaCounty.com** in both Eastern and Western Nevada County.
11. **Recommend changes to GoNevadaCounty.com** to improve the website.
12. **Administrative**
 - A. GNC Posting Guidelines and Procedures (Exhibit D) – Contractor agrees to comply with the Go Nevada County Posting Guidelines and Procedures.
 - B. 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.
 - C. 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 Contractor. Contractor agrees that any and all new content provided during the contract period may be subject to authorization by County.
13. **Reporting**
 - A. Contractor shall provide monthly analytical reports for GoNevadaCounty.com that include but are not limited to website traffic, visitation, and social media engagement.
 - B. Contractor shall provide 3 quarterly reports and 1 year-End Report that include analytical data and narrative summary for the applicable quarter and full year, respectively, that include:

1. Growth in GoNevadaCounty.com website traffic, visitation, and social media engagement.
2. Community Calendar Report that includes, but not limited to, statistics on events per month, number of registered subscribers, summary of upgrades on functionality and appearance, information on training sessions provided, and an executive summary.
3. Summary of AdWords Campaign activities that include, but is not limited to, top five search terms, frequency and other analytics of search terms and information on top 3 AdWords marketing campaigns launched.
4. Summary of targeted digital display advertising activities that include, the type of ads, how many times an ad appears (impressions), how many users viewed the ad (reach), how many people interacted with the ad (engagement rate), and how many people clicked on the ad (click-through rate).
5. Data on Press Room Portal activity, including the number of press releases, the topics covered, number of featured videos and analytics, and the number and duration of user views.
6. Summary of activities conducted to support and engage businesses and tourism industry related sector stakeholders to promote GoNevadaCounty.com.

ATTACHMENT A

GoNevadaCounty Posting Guidelines and Procedures

Purpose: Should questions or complaints regarding website posts, advertisements or other website content arise from the below rubric or other means, the below Procedures shall be followed.

1. **Procedure – Questionable Content**

- A. If content is determined to be questionable, the Website Administrator shall contact the Nevada County County Executive Office (CEO) for guidance.
- B. The CEO will then either approve or deny the content posting and provide guidance to the Website Administrator. If warranted, CEO will work with applicable County Departments and/or County Counsel to make determination. Subsequently, when a decision is made, the CEO will inform the Website Administrator of the determination.

2. **Procedure – Complaints**

- A. Should a complaint be received by the Website Administrator regarding the website and/or any of its content, the Website Administrator shall notify the CEO regarding said complaint as soon as it is received. Additionally, the Website Administrator shall also report any analysis or actions taken regarding the complaint, as well as the contact information.
- B. When a complaint is lodged, the Website Administrator shall provide recommendations for corrective action, if necessary.
- C. The CEO's Office shall approve, deny or prescribe any further corrective action to be taken.
- D. Once all of the corrective actions are taken, the Website Administrator shall notify the CEO and will follow up with the complainant.

Issue Criteria	Guideline	Do Not Post	Post	Questionable – County Executive Office for Guidance
Event Location Criteria	*Events must be located within Nevada County or in the Truckee Tahoe Region	*If event is not being held within Nevada County or the Truckee Tahoe Region	*If event is being held within Nevada County or the Truckee Tahoe Region	*If an event is not located within Nevada County or the Truckee Tahoe Region but is being sponsored by a Nevada County Business or Local Government *If an event that is not located within Nevada County of Truckee Tahoe Region but is in coordination or collaboration with the County or a Local Business with a tourism impact
Event Relevancy Criteria	*Events must be of interest to Nevada County visitors and Tourists *The Website Audience is primarily aimed at visitors and tourists and secondarily at local residents	*If an event is solely aimed at local residents that would not be of interest to visitors or tourists *If no reasonable or logical association can be made between an event and its attraction to visitors or tourists. * If an event is Political or Religious in nature	*If a reasonable or logical association can be made between an event’s attraction and a tourist or visitor	*If an event that is not political or religious in nature but has a reasonable or logical association to a political hot topic item or current news cycle *If an event that is not political or religious in nature but has a reasonable or logical connection to a political or religious affiliate
Event Information Criteria	Posted events should have at minimum information on title, location, date, time, some type of description and contact information	*If an event does not have a firm date *If an event does not have a specific start time *If an event does not have some type of description in either a title or summary statement	*If an event does has a firm date *If an event does has a specific start time *If an event does have some type of description in either a title or summary statement	*If an event whose Contact Information is Political or Religious in Nature *If an event is determined to be very important but is missing a firm date, time or location
Event Conflict of Interest Criteria	Any event where a Conflict of Interest Occurs or May be perceived between the County, the ERC or the Union exists, or any of the individual entities on their own	*If an event is being paid by the Union, the ERC or County that does not meet the Event Relevancy criteria *If an event’s purpose is in clear contradiction with the promotion of tourism or economic development *If an event raises moral or ethical concerns	*If no conflict of interest is identified *If no moral or ethical concerns are identified	*If an event that does meet the Relevancy Criteria has a potentially perceived conflict of Interest that can be identified between the Union, ERC or the County, or any of the individual entities on their own *If an event is questionably moral or ethical
Event Pictures, Licensing & Rights	Any event picture, logo, video, audio or other medium used for marketing purposes must have licensing permission before it can be used	*If no permission has been obtained for the use of pictures, logos, videos, audio or other medium *If a picture, logo, video or audio owner cannot be established and where no exception can be applied * If the use of pictures, logos, videos, audio or other medium contains any moral, ethical, vulgar or offensive materials	*If permission has been obtained for the use of pictures, logos, videos, audio or other medium *If the use of pictures, logos, videos, audio or other medium has been paid for *If a picture, logo, video, audio or other medium is considered public domain	*If an event picture, logo, video, audio or other medium permission of use is disputed before or after a posting * Before an event picture, logo, video, audio or other medium is paid for its use

ATTACHMENT B

Social Media Post & Comment Policy

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 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":

- A. **Pay Attention.** Be aware and attend to the world and the people around you.
- B. **Listen.** Focus on others in order to better understand their points of view.
- C. **Be Inclusive.** Welcome all groups of citizens working for the greater good of the community.
- D. **Don't Gossip.** And don't accept when others choose to do so.
- E. **Show Respect.** Honor other people and their opinions, especially in the midst of disagreement.
- F. **Be Agreeable.** Look for opportunities to agree; don't contradict just to do so.
- G. **Apologize.** Be sincere and repair damaged relationships.
- H. **Give Constructive Criticism.** When disagreeing, stick to the issues and don't make a personal attack.
- I. **Take Responsibility.** Don't shift responsibility and blame onto others; share disagreements publicly.

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

- J. Comments not topically related to County programs, services, projects, issues, events and activities, or the particular post being commented upon
- K. 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
- L. Comments in support of or opposition to political candidates, campaigns or ballot measures
- M. 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
- N. Vulgar, offensive, abusive, profane, slanderous, threatening or harassing language or content, or personal attacks of any kind
- O. Anonymous posts. Real names must be used.
- P. Obscene or sexual content or links to obscene or sexual content
- Q. Illegal activity or encouragement of illegal activity
- R. Information that may tend to compromise the safety or security of the public or public systems
- S. Posts which contain confidential information as defined by County policy or state or federal law
- T. Posts which contain information that is not freely available to the public generally
- U. Content that violates a legal ownership interest of any other party
- V. 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.
- W. 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.

By posting anything to this site, you agree to the 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.

ATTACHMENT C

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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.

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:

1. Monthly Budget Breakdown:
2. \$1,500 for managing GoNevadaCounty.com. This includes at least two posts weekly, fielding all email and phone inquiries that come through from GNC and managing the press portal on the site.
3. \$2,500 for marketing GoNevadaCounty.com. This includes \$1,000 in SEM (search engine marketing, commonly referred to as "adwords"), \$1,000 for targeted digital display ads, and \$500 for Facebook ads and boosting of posts.

Monthly Period	Due Date	Accompanying Report	Amount
0	5-July-20	Contract Kick-Off	\$ 4,000.00
1	5-Aug-20	Monthly Report	\$ 4,000.00
2	5-Sep-20	Monthly Report	\$ 4,000.00
3	5-Nov-20	Quarterly Report	\$ 4,000.00
4	5-Dec-20	Monthly Report	\$ 4,000.00
5	5-Jan-21	Monthly Report	\$ 4,000.00
6	5-Feb-21	Quarterly Report	\$ 4,000.00
7	5-Mar-21	Monthly Report	\$ 4,000.00
8	5-Apr-21	Monthly Report	\$ 4,000.00
9	5-May-21	Quarterly Report	\$ 4,000.00
10	5-Jun-21	Monthly Report	\$ 4,000.00
11	5-Jul-21	Monthly Report	\$ 4,000.00
12	5-Aug-21	Annual Report	
Total			\$ 48,000.00

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).

Submit all invoices to: Nevada County Board of Supervisors
Attn: Jeffrey Thorsby
Jeffrey.thorsby@co.nevada.ca.us
950 Maidu Avenue, Ste. 200
Nevada City, CA 95959

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County.

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:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**

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

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement

Page 22 of 25

Exhibit C

Professional Services Agreement – Insurance Requirements

attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.

- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

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

(xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

SUMMARY OF CONTRACT

Nevada County Publishing Company

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

Description of Services

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: \$48,000.00

Contract Beginning Date: 7/1/2020 **Contract Termination Date:** 6/30/2021

Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies:

Commercial General Liability	(\$1,000,000)	Req'd
Worker's Compensation	(Statutory Limits)	

LICENSES AND PREVAILING WAGES

Designate all required licenses:

N/A

NOTICE & IDENTIFICATION

Contractor:
Nevada County Publishing Company
464 Sutton Way
Grass valley, CA 95945
Contact Person: Chad Wingo
(530) 477-4221
e-mail: cwingo@theunion.com

County of Nevada:
County Executive Office
950 Maidu Avenue, Ste. 220
Nevada City, CA 95959
Contact Person: Jeffrey Thorsby
(530) 265-7040
e-mail: Jeffrey.Thorsby@co.nevada.ca.us

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

ATTACHMENTS

Designate all required attachments:

Exhibit A: Schedule of Services (Provided by Contractor)	Req'd
Exhibit B: Schedule of Charges and Payments (Paid by County)	
Exhibit C: Insurance Requirements (Required by Contractor)	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Commercial Lines - (206) 441-6300 Kibble & Prentice Holding Co. DBA USI Insurance Services Northwest 601 Union St, Suite 1000 Seattle, WA 98101	CONTACT NAME: Catherine Lane PHONE (A/C No. Ext): 425-441-6300 E-MAIL ADDRESS: Catherine.Lane@usi.com	FAX (A/C No):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance Company</td> <td></td> <td>22292</td> </tr> <tr> <td>INSURER B: United States Fire Insurance Company</td> <td></td> <td>21113</td> </tr> <tr> <td>INSURER C: AXIS Insurance Company</td> <td></td> <td>37273</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Hanover Insurance Company		22292	INSURER B: United States Fire Insurance Company		21113	INSURER C: AXIS Insurance Company		37273	INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Nevada County Publishing Co. 464 Sutton Way Grass Valley, CA 95945																						

COVERAGES **CERTIFICATE NUMBER: 15066782** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			LH2897872309	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4087383264 States: CA, CO, ID, IN, LA, M, WI, WY	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Media Liability			P00100023065601	01/01/2020	01/01/2021	\$5,000,000 Each Loss \$5,000,000 Total Limit of Insurance \$25,000 Self Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE.
Website maintenance through 6/30/2021

CERTIFICATE HOLDER County of Nevada 950 Maidu Avenue, Ste 200 Nevada City, CA 95959	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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REQUEST FOR WAIVER OR REDUCTION OF LIMITS

Complete questions 1 through 10 and forward to Risk Manager


1. Date of Request: 8-Jun-20
2. Name of Contractor: Nevada County Publishing Company Phone: _____
3. Check One: Waiver Requested Reduction of Limits Requested
Requested Limits: \$ _____ Type of Insurance: Auto liability insurance
4. Reason for Request for Waiver or Reduction of Limits: Contractor is not required to drive under contract.
5. Identify the Scope of Services: Services provided at place of business
6. Contract Term: 2020-2021
7. Identify the risks to the County if this Request for Waiver or Reduction of Limits is granted:
 - a. What type of activities will take place during the term of the contract?
 - b. Who could be harmed by these activities?
 - c. What property could be damaged, and how severely?
 - d. What is the maximum likely loss for each activity?
 - e. Is there a possible pollution exposure?
 - f. Are crowds likely to be involved?
 - g. Will inherently dangerous activities, such as blasting, be a part of this project?
 - h. Is the risk sufficient to reject bids not meeting specifications exactly?
 - i. How likely is it that the County would be a defendant in the event of a loss?
 - j. Should we agree to a Waiver of Subrogation?

Minimal risk because the Contractor will not drive under the contract

8. Name of Requester: Jeff Thorsdy
9. Title and Department: BOS
10. Phone: _____

* * * * *

Request Recommendation: Granted X Denied _____

Authorized Signature  Date: 6/26/20

CEO, County Counsel, Purchasing Agent, or Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (206) 441-6300 Kibble & Prentice Holding Co. DBA USI Insurance Services Northwest 601 Union St, Suite 1000 Seattle, WA 98101	CONTACT NAME: Catherine Lane PHONE (A/C, No, Ext): 425-441-6300 FAX (A/C, No): E-MAIL ADDRESS: Catherine.Lane@usi.com														
INSURED Nevada County Publishing Co. 580 Mallory Way Carson City, NV 89701	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER B: United States Fire Insurance Company</td> <td style="text-align: center;">21113</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B: United States Fire Insurance Company	21113	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 15076478
REVISION NUMBER: ee below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ne da county, its offic rs, employ s, agents, and olunte rs are includ d as additional insureds and waiver of subrog tion is granted as respects general liability in accordance with policy terms and conditions. Coverage is primary and non-contributory when required by written contract. Cancellation: 30 days except 10 days for non-payment.

CERTIFICATE HOLDER

County of Nevada
 950 Maidu Ave
 Nevada City, CA95959

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3**. "bodily injury" is replaced by the following:

- 3**. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** subparagraph **j**. is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.