

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. PESQ4230

PAGE NO. 1

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110643 FAX: 213-624-6999
 MANNING & KASS ELLROD RAMIREZ LLP
 801 S FIGUEROA ST., 15TH FLOOR
 LOS ANGELES CA 90017-3012

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NEVADA COUNTY COUNSEL OFFICE
 ERIC ROOD ADMIN. BLDG. 2ND FLOOR
 950 MAIDU AVENUE
 NEVADA CITY, CA. 95959
 ATTN: KIT ELLIOTT

ORDER DATE: 08/16/22 BUYER: JUSTIN HOWELL REQ. NO.: 35215 REQ. DATE: 07/01/22

TERMS: NET 30 DAYS F.O.B.: DESC.: PAM RAYMOND X7013

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			County Contacts: Pamela Raymond - Pamela.Raymond@nevadacountyca.gov Kit Elliot - Kit.Elliot@nevadacountyca.gov Contractor Contact: Mildred O'Linn - mko@manningllp.com		
01	1.00	EA	HAWKINS-CRAWFOR LITIGATION AMENDMENT #1 TO PESO4230 TO EXTEND THE CONTRACT END DATE TO 6/30/2023	33839.7500	33,839.75

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	33,839.75
01	4356920022751000 521520	33,839.75	27500100	TOTAL \$	33,839.75

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

Justin Stalder
 PURCHASING AGENT

**AMENDMENT No. 1 TO PERSONAL SERVICES CONTRACT [PESO4230]
WITH MANNING & KASS, ELLROD, RAMIREZ, TRESTER, LLP**

THIS AMENDMENT No. 1 is made effective as of July 1, 2022 by and between Manning & Kass, Ellrod, Ramirez, Trester, LLP (“Contractor”), and the County of Nevada (“County”). This Amendment No. 1 amends the Personal Services Contract between the parties for legal services, executed on March 15, 2021 (“Contract”).

WHEREAS, parties executed a Personal Services Contract [PESO4230] for legal services in connection with the officer-involved shooting occurring on February 4, 2021; and

WHEREAS, the issue is on-going, and an extension of the Contract term is necessary to provide for continued litigation services under this Contract; and

WHEREAS, the County desires that Contractor continue to provide legal services related to the above-referenced issue, and Contractor is ready, willing and able to provide such services; and

WHEREAS, the parties now desire to extend the term of the contract from June 30, 2022, to June 30, 2023.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. This Amendment shall be effective as of July 1, 2022.
2. Section 3, Contract Termination Date, is hereby extended to June 30, 2023.
3. That in all other respects the prior Contract of the parties shall remain in full force and effect except as amended herein.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Personal Services Contract between the County of Nevada and Manning & Kass, Ellrod, Ramirez, Trester, LLP, effective as of the date first written above.

COUNTY OF NEVADA

By: 
Desiree Belding, County
Deputy Purchasing Agent

Date: 8/19/22

APPROVED AS TO FORM:

By: *K.L. Elliott*
K.L.Elliott (Jun 9, 2022 08:48 PDT)
Katharine L. Elliott
County Counsel

Date: 06/09/2022

CONTRACTOR:

By: *Mildred K O'Linn*
Mildred K O'Linn (Jun 7, 2022 21:52 PDT)
Mildred K O'Linn, Esq.
Manning & Kass, Ellrod, Ramirez,
Trester, LLP

Date: 06/07/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2022

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 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	CONTACT NAME: Nick Grover PHONE (A/C No. Ext): 818-539-1336 E-MAIL ADDRESS: nick_grover@ajg.com		FAX (A/C, No): 818-539-1636
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Manning & Kass, Ellrod, Ramirez, Trester LLP 801 South Figueroa St 15th Fl Los Angeles CA 90017-3012	INSURER A: Federal Insurance Company		20281
	INSURER B: Property and Casualty Ins Co of Hartford		34690
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1925665784

REVISION NUMBER:

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3534-45-58	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2074967996	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WERT0499	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to all policy terms and conditions.

Workers' Compensation: CA carrier: as above; AZ and NY carrier: Twin City Fire Insurance Company 29459; TX carrier: Hartford Underwriters Insurance Company 30104

Nevada County is an additional insured for general liability coverage as required by virtue of a written contract or agreement and to the extent insurable as respects their interest in the operations of the named insured. The insurance provided by this policy is primary, and all other insurance available to the additional insured is non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

Nevada County
 Attn: Katharine L. Elliott, County Counsel
 950 Maidu Avenue, Suite 240
 Nevada City CA 95959

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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Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

NEVADA COUNTY
ATTN: KATHARINE L. ELLIOTT, COUNTY COUNSEL
950 MAIDU AVENUE, SUITE 240
NEVADA CITY CA 95959

All other terms and conditions remain unchanged.

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): NEVADA COUNTY ATTN: KATHARINE L. ELLIOTT, COUNTY COUNSEL 950 MAIDU AVENUE, SUITE 240 NEVADA CITY CA 95959
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.