

COUNTY OF NEVADA

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

PURCHASE ORDER NO. PESN3936

PAGE NO. 1



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

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

SHIP TO
COUNTY OF NEVADA
ATTN: RISK MANAGEMENT
950 MAIDU AVE
NEVADA CITY, CA 95959
ATTN: NICK POOLE

ORDER DATE: 01/28/20		BUYER: DIANA WILBURN		REQ. NO.: 30655	REQ. DATE: 01/28/20
TERMS: NET 30 DAYS		F.O.B.: N/A		DESC.: PAM RAYMOND 265-7013	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	EACH	LEGAL REPRESENTATION OF NEVADA COUNTY IN OFFICER INVOLVED SHOOTING INCIDENT OCCURRING ON JANUARY 1, 2020 01/01/20 TO 06/30/21	40000.0000	40,000.00
02	1.00	EA	BILL TO: NEVADA COUNTY RISK MANAGEMENT 950 MAIDU AVE NEVADA CITY, CA 95959	.0000	.00
				PAGE TOTAL \$	40,000.00
				TOTAL \$	40,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	4356920022751000 521520	40,000.00	27500000
02	4356920022751000 521520	.00	27500000

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


PURCHASING AGENT

COUNTY OF NEVADA – PURCHASE ORDER TERMS & CONDITIONS

1. The County of Nevada reserves the right to cancel this order if goods are not shipped as directed, in a timely manner, or if items have not been shipped.
2. Order must be filled exactly as specified; no exceptions. Alternates or substitutes will not be accepted unless authorized in writing or by telephone, followed by a written change order, by the Purchasing Agent or his or her authorized agent.
3. Any correspondence referring to this order must be directed to the Purchasing Agent and include the purchase order number.
4. Each shipment, packing slip, invoice, and all correspondence must be plainly marked and show the purchase order number and the department in whose care the material is shipped.
5. No charge will be allowed for packing, boxing or cartage, unless agreed upon at the time of purchase.
6. Merchandise must not be shipped C.O.D.
7. Freight charges must be prepaid on all material sold F.O.B. destination. On shipments sold F.O.B. point of origin, prepay and add to invoice the actual shipping cost incurred. Original copy for paid express or freight bill must be attached to the invoice.
8. All material and workmanship are subject to inspection and test by the County for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this order, the County shall have the right to reject the items or require correction. Defective articles or services shall be removed from County premises and/or corrected by and at the expense of the vendor. Failure to inspect and accept or reject shall not relieve the vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
9. The vendor shall hold the County of Nevada, its officers, agents, and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order.
10. In case of default, exceeding 14 calendar days, by the vendor of any of the conditions of this purchase order or bid, the County of Nevada may procure the articles or services from other sources and may deduct from the unpaid balance due the vendor or may collect against the bond or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
11. The vendor will not be liable for failure or delay in the fulfillment if hindered or prevented by fires, strikes, or acts of God, or other circumstances beyond the vendor's control.
12. The County of Nevada will not be responsible for goods delivered or services rendered without an order on this form properly signed by the County Purchasing Agent or his authorized agent. When this order covers a continuing service rendered over a stated period of time, a new order must be obtained upon expiration of the time period to authorize the continuance of the service for an additional period of time. There are no automatic extensions.
13. The County of Nevada is exempted from payment of Federal Excise Tax. No Federal Excise Tax should be included in price, Exemption Certificate will be furnished when applicable and if requested. Federal Excise Tax Exemption Certificate No. 94730213K filed with the District Director of the Internal Revenue, December 21, 1960.
14. All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the Purchasing Agent of Nevada County.
15. Vendor agrees that materials comply fully with safety regulations of EPA, OSHA, and CAL-OSHA.
16. In the event that the materials are unsatisfactory or deemed by the County of Nevada to be unusable for their intended purpose due to contamination prior to delivery, unsafe or damaged packaging, or unsatisfactory substitution of materials/product, it will be the responsibility of the vendor to issue a pickup order and dispose of the returned material in a proper manner at no cost to the County of Nevada. Should the vendor fail to issue a pickup order within 14 calendar days, the County will dispose of the material and bill the vendor for all cost of such disposal including direct and overhead cost. The County may withhold any such charges from any payment owing to the vendor.
17. The County of Nevada may, at its sole option, offer and promote the availability of products and pricing of any agreement formulated from the Request for Quotation to other governmental entities. Further, the County may enter into agreements with such other governmental entities whereby such entities may order products contained in this agreement.

It is clearly understood and accepted that the County is not a dealer, re-marketer, agent or other representative of the vendor.

Purchase orders for other governmental entities utilizing this agreement shall be submitted by that entity. The County of Nevada will not be liable or responsible for any obligations, including but not limited to, payment for any products ordered by other government entities.

The County of Nevada and the Vendor acknowledge that any "piggyback" agreement is not to be construed as an order or commitment by the County to purchase any products.

18. Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical handicap or medical condition. This clause does not require the hiring of unqualified persons.
19. Pursuant to Government Code 926.10, payment of interest is authorized at the rate of 6 percent per annum for payments made after the 61st day of date of an approved invoice.
20. All applicable portions of the State of California Uniform Commercial Code shall govern contracts with the County of Nevada.

PERSONAL SERVICES CONTRACT

County of Nevada, California

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

Manning & Kass, Ellrod, Ramirez, Trester LLP

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

(§1) **Legal representation of Nevada County in officer involved shooting incident occurring on January 1, 2020.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$40,000
(§3) **Contract Beginning Date:** 1/1/2020 **Contract Termination Date:** 6/30/2021
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$2,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8)	Worker's Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

Attorneys to be licensed by the State Bar of California and admitted to practice in the United States District Court, Eastern District of California

NOTICE & IDENTIFICATION

(§26) Contractor:	County of Nevada:
Mildred K. O'Linn	Katharine L. Elliott, County Counsel
Partner	950 Maidu Avenue, Suite 240
Manning & Kass, Ellrod, Ramirez, Trester LLP	Nevada City, CA 95959
801 South Fegueroa St., 15 th Floor	
Los Angeles, CA 90017	

Contact Person:
(213) 292-6535
e-mail: mko@manningllp.com

Contact Person:
(530) 265-1319
e-mail: kit.elliott@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<u>X</u> Calif.,	<u> </u> Other,	<u>X</u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

Exhibit A: Schedule of Services (Provided by Contractor)

Req'd	Not Req'd
<u>X</u>	<u> </u>

Exhibit B: Schedule of Charges and Payments (Paid by County)
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)

X

X

X

Terms

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

Services

1. Scope of Services:

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

Payment

2. Charges and Payments:

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

Time for Performance

3. Contract Term:

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

4. Liquidated Damages:

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

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

5. Time of the Essence:

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

Insurance

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

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

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

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

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

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

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

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

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

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) 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>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these 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.

(iv) 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.

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

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

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

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

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

19. Cost Disclosure:

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

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

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

22. Intellectual Property:

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

23. Entire Agreement:

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

24. Jurisdiction and Venue:

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

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

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



27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

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

CONTRACTOR:

Name: Mildred K. O'Linn
Title: Partner

Dated: 1/6/2020

COUNTY OF NEVADA:

Steve Monaghan
Director/Purchasing Agent

Dated: 1/28/20

MRK

EXHIBIT "A"

SCHEDULE OF SERVICES

LIST OF MATTERS AND CASES ASSIGNED TO Contractor

General advice including advice regarding liability and litigation related to the officer involved shooting incident on January 1, 2020 as overseen by the County Counsel.

Contractor's SERVICES AND RESPONSIBILITIES

Contractor shall act as counsel to County and its officers and employees in matters or cases assigned to firm.

Contractor shall make every effort to provide the most cost-effective services possible to County and shall suggest options and techniques to dispose of cases without unnecessary pleadings or discovery.

Contractor shall provide County with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category.

Contractor shall coordinate with County Counsel in performing services under this Contract and shall report to County's Board of Supervisors, or to the County staff, as requested, regarding the matters or cases it is handling.

Contractor shall obtain County Counsel's written approval before retaining any consultant or expert witness.

Contractor shall assist County Counsel in settlement evaluations and negotiations, and shall obtain County's authority before making any settlement proposal on County's behalf or to the Court or to any other party to the case(s).

Contractor shall immediately notify County Counsel verbally and in writing when a judgment, verdict or other award is rendered.

Contractor shall provide to County Counsel copies of all substantive pleadings and motions filed with the court or other administrative body, including those submitted by another party. Contractor shall also provide copies of all court rulings.

Contractor shall compile and maintain all backup documentation to support all entries included in its billings.

REPORTING REQUIREMENTS

Contractor shall provide County Counsel (with a separate copy to County's Risk Manager and, if requested by County, a separate copy to County's excess insurance carrier) with the following reports for cases other than eminent domain cases:

Case Status Reports

A *Case Status Report* is a summary of the significant actions and developments in the case since the last report or since the submission of the *Case Evaluation, Plan and Budget*, as applicable.

This report shall provide a thorough evaluation of the case based on the information then available to Contractor, within 60 days of Contractor's first appearance in the case.

The evaluation shall contain a brief summary of Plaintiff's allegations, without lengthy quotations from the complaint. It shall also contain a succinct evaluation of the County's defenses, with citations to the controlling legal authorities, but without unnecessary detail.

The evaluation shall include a case plan explaining Contractor's recommended case strategy, including Contractor's suggestions for motions to limit issues or dispose of the case in its entirety, as well as necessary discovery.

The report shall include a defense budget which indicates the projected cost of each major case activity, including trial.

The report shall contain suggestions to contain defense costs, with the potential benefits and disadvantages of each cost-saving technique.

Contractor shall also give its recommendations regarding settlement.

Reports for cases with complex fact patterns, multiple parties, or numerous causes of action will be lengthier and more detailed than the reports for simpler cases.

Contractor shall ordinarily provide *Case Status Reports* every six months. Between reports, Contractor shall telephonically advise County Counsel of important case developments or re-assessment of County's exposure and, if requested, prepare a *Case Status Report*.

Case Evaluation, Plan and Budget

The *Case Evaluation, Plan and Budget* is a confidential independent evaluation of the case that will serve as the basis for developing County's legal position and strategy and for controlling litigation costs. It will include a budget of foreseeable defense costs and the other information set forth below.

The *Case Evaluation, Plan and Budget* shall be submitted to the County Counsel as soon as possible after Contractor's initial analysis of the case, but no later than 60 days after Contractor first appears in the case.

This report shall provide a thorough evaluation of the case based on the information then available to Contractor, within 60 days of Contractor's first appearance in the case.

The evaluation shall contain a brief summary of Plaintiff's allegations, without lengthy quotations from the complaint. It shall also contain a succinct evaluation of the County's defenses, with citations to the controlling legal authorities, but without unnecessary detail.

The evaluation shall include a case plan explaining Contractor's recommended case strategy, including Contractor's suggestions for motions to limit issues or dispose of the case in its entirety, as well as necessary discovery.

The report shall include a defense budget which indicates the projected cost of each major case activity, including trial.

The report shall contain suggestions to contain defense costs, with the potential benefits and disadvantages of each cost-saving technique.

Contractor shall also give its recommendations regarding settlement.

Reports for cases with complex fact patterns, multiple parties, or numerous causes of action will be lengthier and more detailed than the reports for simpler cases.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in **Exhibit "A"**, above.

COMPENSATION

Fees

A. Contractor shall provide legal services at the following billing rates:

Partners: \$295.00/hr.
Associates: \$240.00/hr.
Paralegals: \$140.00/hr.

B. Expenses

County shall reimburse Contractor for its actual out-of-pocket expenses but without any additional costs for having advanced the funds. Contractor shall note that County is exempt from all filing fee charges.

1. Reimbursable ordinary expenses shall include, but not be limited to:

- (a) Deposition fees.
- (b) Transcript fees.
- (c) Messenger service.
- (d) Process service.
- (e) Document reproduction by an outside vendor.

2. Reimbursable extraordinary expenses shall include charges for which Contractor has obtained County Counsel's prior approval. Such expenses shall include, but not be limited to:

- (a) Consultants' fees.
- (b) Expert witnesses' fees.
- (c) Expenses for travel provided, however, that hourly rates charged by Partners, Associates or Paralegals pursuant to section 4.A. above shall be limited to no more than four hours per one-way travel.
- (d) Investigative services costs.
- (e) Other expenses approved in advance by County Counsel.

3. Non-reimbursable expenses shall include, but not be limited to:

- (a) Staff time or overtime for performing secretarial, clerical, or word processing functions.
- (b) Charges for time spent to provide necessary information for County audits or billing inquiries.
- (c) Charges for work performed which had not been authorized by County. Such work shall be a gratuitous effort by Contractor.

BILLINGS AND PAYMENTS

A. Billings

MKC

1. Contractor shall submit its itemized billing statement monthly to County Counsel; however, Contractor shall provide an interim billing upon request of County Counsel or if outstanding fees and costs exceed the maximum contract amount.
2. Each billing statement shall be itemized in a time reporting format acceptable to County and shall include original invoices for reimbursement of expenses. Contractor understands that County's Auditor/Controller will not reimburse Contractor for expenses unless the original invoice is submitted.
3. Contractor shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. Contractor shall make such documentation available to auditors upon request and in accordance with other requirements of this contract.

B. **Payments**

County's legal, risk management and accounting staff shall review all billing statements.

County shall make payments within thirty (30) days after receipt of completed and approved billing statement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2020

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 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
INSURED Manning & Kass, Ellrod, Ramirez, Trester LLP 801 South Figueroa St 15th Fl Los Angeles CA 90017-3012	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 15627906**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			3534-45-58	10/15/2019	10/15/2020	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 ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			74967996	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB 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	4/1/2019	4/1/2020	☒ PER STATUTE ☐ 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.

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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Endorsement

<i>Policy Period</i>	OCTOBER 15, 2019 TO OCTOBER 15, 2020
<i>Effective Date</i>	JANUARY 16, 2020
<i>Policy Number</i>	3534-45-58 WUC
<i>Insured</i>	MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JANUARY 27, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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.