

AGREEMENT FOR LEGAL SERVICES

This Legal Services Agreement (the "Agreement") is entered into this seventeenth (17th) day of September, 2019 by and between the County of Humboldt, a political subdivision of the State of California ("COUNTY") and Porter Scott, a professional corporation ("ATTORNEY" or "ATTORNEYS").

Whereas, pursuant to Government Code section 25203, the Board of Supervisors of COUNTY directs and controls the conduct of litigation in which COUNTY is a party; and may employ counsel to assist the county counsel in the conduct of such actions; AND

Whereas, the Board of Supervisors has previously authorized ATTORNEY to represent COUNTY in numerous matters pending in both state and federal court, but there is presently no professional services agreement in place retaining ATTORNEYS to represent COUNTY;

NOW THEREFORE IT IS MUTUALLY AGREED as follows:

1. Services.

As authorized by the Board of Supervisors pursuant to Government Code section 25203, ATTORNEY agrees to furnish legal services to assist COUNTY with litigation in each of the cases listed on Attachment 1.

- a. In the conduct of litigation, ATTORNEYS will adhere to the Liability Claims Administration Standards adopted by the CSAC Excess Insurance Authority on December 6, 1985, as amended on July 1, 2019, attached hereto as Attachment 1, and incorporated herein by reference.
- b. ATTORNEYS' initial evaluation, litigation plan, and budget shall be completed and provided to the County Risk Manager and County Counsel within sixty (60) days of case assignment.
- c. ATTORNEY will provide those services reasonably required to represent COUNTY. ATTORNEY will take reasonable steps to keep COUNTY informed of progress and to keep COUNTY informed of progress and to respond to COUNTY'S inquiries. ATTORNEY will represent COUNTY through trial and post-trial motions. This Agreement does not cover representation on Appeal or inexecution proceedings after judgment. Services in any matter not described above will require a separate written agreement.

2. **COUNTY'S Duties**

COUNTY to cooperate with ATTORNEY'S reasonable requests during ATTORNEY'S representation of COUNTY, to respond promptly to inquiries by ATTORNEY, to assist in preparation of the case, including, but not limited to, in responding to discovery requests, to keep ATTORNEY informed of any information or developments which may come to COUNTY's attention, to abide by this Agreement, to pay ATTORNEY'S bills on time, and to keep ATTORNEY advised of COUNTY's address, telephone number and whereabouts. COUNTY will appear when necessary at legal proceedings.

3. **Effective Date and Term**

This Agreement is effective on September 17, 2019, and shall continue in force until the services contemplated by this Agreement are completed or terminated in accordance with Paragraph 7 hereof. If this Agreement does not become effective for any reason, COUNTY will still be obligated to pay ATTORNEY for the reasonable value of services performed for COUNTY and to reimburse ATTORNEY for any costs and expenses.

4. **Fees and Expenses**

a. COUNTY agrees to pay by the hour at ATTORNEY'S rates for services rendered to COUNTY under this Agreement. ATTORNEY'S current hourly rates for legal personnel are as follows:

Partners	\$220.00
Associates	\$195.00
Paralegals	\$100.00

b. The rates on this schedule are subject to change on thirty (30) days written notice to COUNTY. If COUNTY declines to pay increased rates, ATTORNEY will have the right to withdraw as attorney for COUNTY.

c. COUNTY will compensate ATTORNEY for work that is reasonably necessary and not duplicative.

d. The time charged will include the time ATTORNEY spends on telephone calls relating to COUNTY's matter, including calls with COUNTY, witnesses, opposing counsel, or court personnel. The legal personnel assigned to COUNTY's matter may confer among themselves about the matter as required and appropriate. When they do confer, each person will charge for the time expended. If more than one of the legal personnel attends a meeting, court hearing, deposition, or other proceedings,

each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out-of-town. Time is charged in minimum units of one-tenth (.10) of an hour.

e. COUNTY agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees. The costs and expenses commonly include service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, messenger and other delivery fees, photocopying and other reproduction costs, investigation expenses, consultant' fees, expert witness, professional, mediator, arbitrator, and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at ATTORNEY's cost.

i. Out-of-town travel

COUNTY agrees to pay transportation, meals lodging, and all other costs of any necessary out-of-town travel by ATTORNEY's personnel as follows:

Mileage	IRS rate
Lodging	Actual cost
Meals	Actual cost

ii. Photocopying and other reproduction costs

Photocopies 10 cents per page

iii. Experts, Consultants, and Investigators.

ATTORNEY agrees to consult with COUNTY in the selection of expert witnesses, consultants, or investigator and will inform COUNTY of their charges. COUNTY may veto the selection of an expert witness, consultant, or investigator when it deems the charges excessive in comparison to charges for the same or similar services.

5. Billing Statements

ATTORNEY will send COUNTY monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. COUNTY may request a statement at intervals of no less than thirty (30) days. Upon request, ATTORNEY will provide COUNTY a statement within ten (10) days of COUNTY's request. The statement shall include the amount, rate, basis of calculation, or other method of determination of the fees. Costs will be clearly identified by item and amount and the statement shall include the amount, rate, basis of calculation, or other method of determination of costs.

6. Independent Contractor

In providing services pursuant to this Agreement, ATTORNEY shall not constitute an employee of COUNTY, but shall be deemed an independent contractor with full rights to manage its own employees and to determine the means, methods, and manner of providing services under this Agreement. All persons employed by ATTORNEY in connection with this Agreement shall be employees of ATTORNEY and not employees of COUNTY in any respect.

7. Termination

a. Termination by COUNTY

COUNTY may terminate this Agreement at any time and with or without cause by giving ATTORNEY written notice, which shall be effective immediately, unless stated otherwise in such notice. From the date of tender or receipt of the notice of termination, ATTORNEY shall limit the provision of services to those services specifically requested by COUNTY to complete the work then underway and/or services required to effect the withdrawal or substitution for ATTORNEY as counsel, provided that ATTORNEY has received adequate assurance that all fees and expenses shall be paid by COUNTY in full upon termination.

b. Termination by ATTORNEY

ATTORNEY may terminate this Agreement with COUNTY's consent or for good cause. Good cause includes, but is not limited to, COUNTY's breach of this Agreement, refusal to cooperate or to follow ATTORNEY'S advise on a material matter, or any fact or circumstance that would render ATTORNEY'S continuing representation unlawful or unethical. Written notice of termination for good cause will be mailed to COUNTY at the address set forth below, at least five (5) business days prior to the desired termination date.

c. Reimbursement on Termination

COUNTY shall reimburse ATTORNEY for fees and expenses arising out of any application for permission to withdraw or substitute out as counsel in any matter in which ATTORNEY is then appearing as counsel for COUNTY. If permission to withdraw or substitute out is denied, COUNTY shall continue to compensate ATTORNEY for fees and expenses as set forth herein.

d. Payment of Fees on Termination

COUNTY shall pay for all fees earned and expenses incurred by ATTORNEY pursuant to this Agreement prior to and following the date of termination.

8. **Retention of Documents**

In the course of ATTORNEY's representation of COUNTY, ATTORNEY is likely to come into possession of various documents and materials which California law recognizes are COUNTY's papers and property. Such papers and property may include correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to the representation. Upon the termination or conclusion of ATTORNEY's representation with respect to the matter which such COUNTY papers and property relate, upon the written request of COUNTY, ATTORNEY shall promptly turn over to COUNTY or to another counsel identified by COUNTY such papers and property. In the event of any such termination or conclusion, ATTORNEY shall be entitled to retain a copy of any records or files relating to such matter. If COUNTY does not make such a request within six (6) months after the conclusion of the matter to which such papers and property relate, then ATTORNEY may destroy or discard such papers and property according to ATTORNEY's normal document retention procedure.

9. **Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **Amendments and Integration**

The parties agree that all changes or modifications hereto shall be in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

11. **Severability in the Event of Partial Invalidity**

If any provision of this Agreement is held in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

12. **Disclaimer of Guarantee and Estimates**

Nothing in this Agreement and nothing in Attorney's statements to COUNTY will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expression of opinion only. Any estimate of fees given by ATTORNEY shall not be a guarantee. Actual fees may vary from estimates given.

13. Execution in Counterparts

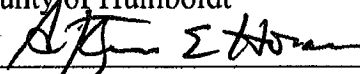
This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES.

Dated: _____

Dated: 9/5/19

Rex Bohn
Chair of the Board of Supervisors,
County of Humboldt



Stephen Horan,
Managing Partner,
Porter Scott, a Professional Corporation

ATTACHMENT 1

**CURRENT AND CLOSED CASES HANDLED BY PORTER SCOTT BETWEEN MARCH 2017
AND SEPTEMBER 2019**

Case Name	Case Number	Status
Pamela V. Jarose v. County of Humboldt (Braun)	18CV7383	Ongoing
Barnes v. County of Humboldt	N/A claim	Settled/Closed
Borges v. County of Humboldt	3-15-cv-00846	Settled/Closed
Crook v. County of Humboldt	DR180682	Ongoing
HUMMAP v. County of Humboldt	CV180055	Ongoing
Keyes Anderson v. County of Humboldt	N/A claim	Settled/Closed
Liufau v. City Ambulance	DR180790	Ongoing
Quesada v. County of Humboldt	CV180055	Ruling issued
Rikke v. County of Humboldt	DR180263	Ongoing
Rincon v. County of Humboldt	18-cv-02160	Dismissed
Robbins v. County of Humboldt	DR180525	Ongoing
Samoa v. County of Humboldt	34-2017-80002709	Settled
Silverman v. County of Humboldt (I)	16-cv-06419	Dismissed
Silverman v. County of Humboldt (II)	17-cv-030700	Settled
Silverman v. County of Humboldt (III)	18-cv-01115	Dismissed
Silverman v. County of Humboldt (IV)	17-cv-03700	Ongoing
Silverman v. County of Humboldt (V)	18-cv-04510	Ongoing
Smith v. County of Humboldt	N/A claim	Rejected
Thompson v. County of Humboldt	N/A claim	Rejected/Returned
Williams v. County of Humboldt	19-cv-01330	Ongoing
Woods v. County of Humboldt	N/A/Claim	Settled/Closed

ATTACHMENT 2



Adopted: December 6, 1985
Last Amended: July 1, 2019

ADDENDUM B LIABILITY CLAIMS ADMINISTRATION STANDARDS

The following Standards have been adopted by the CSAC Excess Insurance Authority (hereinafter the Authority) in accordance with Article 18(b) of the CSAC Excess Insurance Authority Joint Powers Agreement. It is the intent that these standards shall be followed by the Member and/or third party administrator.

I. CLAIMS INVESTIGATION

- A. Complete initial investigation answering questions such as who, what, where, when and why. Investigations shall be completed within forty-five (45) days of the Member's knowledge of claim, including statements from participants and witnesses, appropriate official reports, investigative reports, site inspections, relevant documents and photos/videos.
- B. Identify liability issues, including immunities, comparative negligence, joint tortfeasors and joint and several liability.
- C. Initiate the development of information on damages including, but not limited to:
 - 1. Property damage
 - 2. Nature and extent of injuries
 - 3. Medical costs (billed and paid)
 - 4. Lost wages (past and future)
 - 5. Other economic damages
 - 6. Non-economic damages
- D. Obtain and review relevant contracts and insurance documents, to determine whether there is any sharing or complete transfer of the risk.
 - 1. Hold-harmless and/or indemnity agreements
 - 2. Additional insured requirements
- E. Ensure proper preservation of evidence.
- F. Evaluate the need to utilize experts.
- G. Indexing.

1. All bodily injury claims shall be initially reported to the Index Bureau and re-indexed on an as needed basis thereafter.

The EIA maintains a membership with the Index Bureau that members can access.

- H. Secure estimates or appraisals for damaged property.
- I. All notices (pertaining to claim insufficiency, returning late claims, claims rejections, etc.) shall be done in accordance with the relevant Governmental Code provisions.

II. AUTHORITY REPORTING REQUIREMENTS

A. First Report

The Member shall give the Authority immediate written notice for any claims or suits which the Member becomes aware of that include injury of the following types:

- a. Death
- b. Paralysis, paraplegia, quadriplegia
- c. Loss of eye(s), or limbs
- d. Spinal cord or brain injury
- e. Dismemberment or amputation
- f. Sensory organ or nerve injury or neurological deficit
- g. Serious burns
- h. Severe scarring
- i. Sexual assault or battery including but not limited to rape, molestation or sexual abuse
- j. Substantial disability or disfigurement
- k. Any class action
- l. Any claim or suit in which the Authority is named as a defendant; or
- m. Any injury caused by lead.

Additionally, the covered party must report to the Authority an occurrence, offense, or wrongful act as follows:

As respect to the General Liability 1 Program members, this includes any occurrence, offense, or wrongful act in which the amount incurred has reached fifty (50) percent or more of their individual self-insured retention or \$500,000, whichever is lower.

As respect to the General Liability 2 Program members, this includes any occurrence, offense, or wrongful act in which the amount incurred

has reached fifty (50) percent of their individual self-insured retention.

These reporting requirements are intended to be consistent with the requirements in the current year Memorandum of Coverage (MOC). Reporting requirements specific to a loss outside the current MOC year should be verified through the MOC effective for that loss year.

Utilize the current First Report Potential Excess Liability Claims form, available through the Authority website, and transmit to the Authority by email to LiabilityClaims@csac-eia.org.

First report forms shall, at a minimum, include the following:

- Entity name
- Entity's claim number
- Defense counsel's name and firm name
- Lead Claimant's first and last name
- Specific date of loss
- Brief description of the incident
- Established reserves for indemnity, litigation, and expense

B. Status Reports

After the First Report to the Authority, status reports, whether provided by the Member, third party administrator or defense counsel, shall be provided at a minimum of every ninety (90) days (more frequently if warranted). Status reports shall focus on changes in liability analysis, damages, and reserves.

- C. Photos, diagrams, estimates, statements, contracts, medical, law enforcement and coroner's reports (where applicable), claim forms, lawsuits (including amended complaints), motions for summary judgment, demurrers, dismissals, appellate briefs and orders/rulings/judgments shall be in the claims file, and provided to the Authority, within ninety (90) days of receipt of the material.**

D. Closure Reports

When a claim or suit that has been reported to the Authority is settled, dismissed or closed in any other fashion, the Authority shall be provided with the closing documents and an accounting of the final paid amounts on the exposure for indemnity, litigation, and expense within 90 days from the day the final defense bill is paid.

III. MEDICARE REPORTING

- A. Proper verification of a claimant's status as to Medicare eligibility shall be**

completed and documented in every file involving a bodily injury. In those cases where the claimant does meet the eligibility requirements, mandatory reporting to the Center for Medicare and Medicaid Services (CMS) must be completed directly or through a reporting agent in compliance with State Children's Health Insurance Program (SCHIP) Section 111 of the Medicare Medicaid and SCHIP Extension Act of 2007.

IV. RESERVING

Each claim should be reviewed and evaluated according to the merits of the claim and based upon the most current and reliable information received, starting with the initial report of claim and continuing through final resolution. Delays result in understated reserves and, possibly, missed opportunities to settle.

- A. An accurate and appropriate initial indemnity reserve shall be established on all reportable claims based on facts known, upon completion of the initial investigative report or when suit is filed, whichever occurs first. In addition, separate legal and adjusting reserves shall be established.

Indemnity reserves shall reflect the most probable outcome plus exposure to plaintiff attorney's fees and costs.

Most probable outcome is the potential total amount a plaintiff could expect to receive, either through settlement or verdict, after factoring in the Member's percentage of liability. (This approach is neither the best or worst case outcome).

Factors to consider for when evaluating the potential total settlement or verdict a plaintiff could expect to receive include but are not limited to:

- Extent of injuries and/or damages
- Medical expenses
- Loss of income
- Any other related expenses
- Future anticipated expenses
- Total of both gross and out-of-pocket expenses
- Permanent injury
- Disfigurement/scarring
- Pain and suffering
- Any other intangible factors which may result in a higher or lower claim value such as jurisdiction, credibility of parties/witnesses, etc.

Percentage of liability is determined by various factors that are discovered during an investigation. Reserves shall be adjusted accordingly, as facts are developed, to properly reflect the exposure. These factors include but are not limited to:

- a. Facts of loss
 - b. Applicable laws
 - c. Defense Counsel evaluations
 - d. Jury Verdict evaluation
 - e. The extent of plaintiff's liability (comparative negligence)
 - f. The number of co-defendants and their percentage of liability
 - g. The ability of the co-defendants to respond financially to any settlement or verdict.
 - h. On cases occurring after June 3, 1986, Proposition 51 allows defendants to limit their liability on non-economic damages to their percentage of fault.
 - i. On cases involving uninsured motorist claimants the recovery is limited to economic damages in accordance with California Code of Civil Procedures sections 3333.3 and 3333.4 (Prop 213).
 - j. Any other mitigating factors
2. Reserves shall be set at the most probable outcome even if it exceeds the Member's Self-Insured Retention. In all litigated Excess reportable cases, the Member shall set a meaningful indemnity reserve.
3. Reserves shall be evaluated for adequacy at least every ninety (90) days. All reserve changes shall be documented in a paper or electronic file providing explanation of the reason for the reserve change or notation that the current reserve is adequate and why. The Authority shall be notified of all reserve changes within thirty (30) days of the change being made.

V. DOCUMENTATION

- A. Each file shall contain information necessary to document the decisions made, including all demands, offers of settlement and settlement authority.

For those cases in which the (1) Bodily Injury claims reserved above twenty-five (25) percent of the S.I.R., (2) Property Damage claims reserved above twenty-five (25) percent of the S.I.R., and (3) All claims that meet the Authority's excess reporting requirements regardless of reserves, the following information shall be contained in each file:

- 1. Claimant(s) Information
- 2. Date of Loss
- 3. Claim Number
 - 1. Facts of accident or occurrence
 - 2. Witness/Participant Statement
 - 3. Reserve rationale
 - 4. Assessment of liability
 - 5. Damages/injuries, including medical costs, lost wages, dependency,

property damage estimates, total loss evaluations, loss of use claims, and other damages

6. Index Bureau reporting
7. Coverage questions
8. Excess potential
9. Structured Settlement possibilities (where applicable)
10. Alternative Dispute Resolution
11. Subrogation potential (where applicable)
12. Governmental Code compliance and immunities
13. Future course of action
14. Next diary date
15. If litigated, identify counsel on both sides
16. Offsets or liens that may need to be considered
17. Medicare eligibility and reporting
18. Risk and insurance transfer

VI. CASE SETTLEMENT FACTORS

- A. Settlement evaluation and authority by the Member shall be documented. On cases exceeding the S.I.R., prior written settlement authority must be obtained from the Authority.
- B. The settlement shall be reasonable in light of damages, injuries, liability, and any obligations to Medicare.
- C. Settlements shall be effected in a timely manner, with consideration given to structures, statutory offers (Rule 68 or 998) where applicable, and/or alternative dispute resolution.
- D. Contributions from joint tortfeasors shall be considered.
- E. Proper releases and dismissals shall be secured and copies provided to the Authority.

VII. LITIGATED FILES

- A. Defense litigation plan shall be in the file.
- B. Defense attorney's initial evaluation and budget shall be completed and in the file within sixty (60) days of assignment. If the billed amount of attorney's fees and costs exceeds seventy-five (75) percent of the total budget, then the defense attorney shall provide an updated budget.
- C. On litigated cases, defense counsel shall also include the Authority on their mailing lists for copies of correspondence, reports, evaluations, interrogatory summaries, deposition summaries and medical summaries. Actual

deposition transcripts, interrogatories, their answers to interrogatories and interim billings are not required.

Updated reports shall provide a summary of pertinent information based on the status of a case. Pertinent information includes, but is not limited to:

- Identified experts – what their analysis has concluded, their credibility as a witness (both plaintiff and defense), and how their testimony will/will not influence the case potential.
- Witness deposition summaries including an evaluation of their credibility as a witness and how their testimony will/will not influence the case potential.
- A summary of relevant documents disclosed or obtained through discovery and an analysis of their impact on the case.
- A summary of applicable case law and immunities.
- Updated evaluation of damages including, but not limited to, billed and paid medical bills, estimated future medical expenses, past and future wage loss estimates, and general damage estimates.
- Analysis of liability and potential settlement/verdict value as well as suggested next steps (MSJ, Demurrer, Mediation, etc.).

- D. The defense attorney shall make proper follow-up requests for investigation.
- E. There shall be timely recommendations from defense firms regarding expert retention, settlements, and trial preparation.
- F. Defense costs shall be controlled by the Member. Depositions, retention of experts, expert costs, and other defense costs shall be approved by the Member.
- G. Litigation outcome and total costs shall be documented.
- H. There shall be timely notification to relevant employees and other parties regarding pending litigation.

No less than forty-five (45) days prior to trial, counsel shall provide a pre-trial report that discusses the following:

1. Case Summary
 - Plaintiff and any individual Defendants including counsel's opinion as to how each will be viewed by a jury

- List of claims
 - Summary of Facts
 - Expected percipient witness testimony
 - Expected Liability Expert Testimony
 - Critical Liability Issues
 - Summary of Special and General Damages including expected damage expert testimony
 - Summary of Punitive Damages and non-monetary relief requested (if applicable)
 - Attorneys' fees and costs estimate for claims that involve the potential award of attorneys' fees
2. Evaluation
- Potential Verdict Value
 - Comparative Fault Analysis
 - Settlement Discussion summary
 - Probability of Defense Verdict

Throughout trial, a daily trial status update shall be provided to the Authority by defense counsel, the Member, or the Third-Party Administrator. This can be informal, such as an email or voicemail advising of the day's activities, impressions of witnesses, any impacting developments, and an update regarding the next day's schedule.

- I. Appropriate Dismissal Motions shall be made for failure to meet the applicable Code of Civil Procedure statutes for timely serving, conducting discovery or bringing a complaint to trial.

VIII. SUMMARY

The file shall be completely documented.

Audits conducted by the Authority Auditor shall measure whether performance is consistent with these standards.

Following is the history of amendments to this document:

Adopted: December 6, 1985
 Amended: January 23, 1987
 Amended: October 6, 1995
 Amended: October 1, 1999
 Amended: March 2, 2007
 Amended: March 5, 2010
 Amended: March 2, 2012
 Amended: June 1, 2012
 Amended: July 1, 2019