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NEVADA COUNTY BOARD OF SUPERVISORS
Board Agenda Memo

MEETING DATE: June 23, 2020

TO: Board of Supervisors

FROM: County Counsel

SUBJECT: Resolution Approving Amendment No. 1 to Personal Services Contract Between the County of Nevada and Porter Scott, A Professional Corporation for Legal Services Related to the Case Entitled *Cavender vs. Nevada County, et al.*, Extending the Contract Termination Date, and Authorizing the Chair of the Board to Execute the Amendment

RECOMMENDATION:

Adopt the attached Resolution.

FUNDING:

The County maintains a medical malpractice liability insurance policy through PRISM (formerly CSAC-EIA) with a \$10,000 self-insured retention. Litigation services are covered by this policy and administered by RMS on behalf of PRISM. The services to be provided under this Contract will be paid directly by PRISM on an as needed basis. PRISM will bill the County for the \$10,000 self-insured retention, which will be paid from the Sheriff's Administration Budget through savings or cost reductions in other line items. There will be no impact on the General Fund.

BACKGROUND:

On June 9, 2019, litigation was filed against Nevada County and certain individual County employees in a lawsuit entitled *Cavender vs. Nevada County, California, et al.*, Case No. 2:19-cv-01050-JAM-AC (U.S. Dist. Court, E.D. Cal.). On August 13, 2019, the Board authorized County to hire outside counsel to provide legal representation in connection with said litigation. Pursuant to Resolution No. 19-464, The County entered into a Personal Services Contract with Carl Fessendon at the Porter Scott law firm to represent the County in this litigation matter. This is a \$0 contract, as PRISM will directly pay all invoices for legal services in this matter. The purpose of the Contract was to establish an attorney-client relationship with the Porter Scott law firm and establish non-monetary terms related to this representation.

The Contract has a termination date of June 30, 2020. Additional time is necessary to continue defense of these cases. The proposed Amendment extends the term of the Contract to June 30, 2021.

Hon. Board of Supervisors

June 8, 2020

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Porter Scott is well qualified to represent the County in this matter and has done a very good job handling the litigation thus far. I recommend that the Board approve the proposed Amendment as submitted.

Item Initiated by: Cindy Hunt

Item Approved by: Katharine L. Elliott

Submittal Date: June 8, 2020

Revision Date: