

RESOLUTION

No. 2017-287

By Commissioner Leland

RESOLVED, by the Wayne County Commission this 4th day of May, 2017 that approval be, and is hereby, granted authorizing a modification to a two-year contract between the Charter County of Wayne and Seward Peck & Henderson, PLLC (of Royal Oak) not to exceed \$50,000 to add funds and remove and replace Exhibit B in the matter of Akbar v County of Wayne (Angela Jones and Deputy Shantel Dyer only), as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the modification increases the total contract amount from \$35,000 to \$85,000; the term of the contract remains from June 14, 2016 through June 13, 2018; and the cost of the modification will be charged to Account No. 101 35100 814000 (County Jail); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned modification on behalf of the Charter County of Wayne.

[Modification on File]

(2016-40-027M1)

**MODIFICATION TO ADD FUNDS AND REMOVE AND REPLACE AMENDED
EXHIBITS A & B AND CORRECT THE NAME OF DEFENDANT ANGELA JONES TO
THE LEGAL SERVICES CONTRACT**

THIS MODIFICATION TO ADD FUNDS AND REMOVE AND REPLACE AMENDED EXHIBITS A & B to the Legal Services Contract (CC #: 16-40-027-M1) (BO #: 21666433) is made this 30th day of January, 2017, by and between the County of Wayne, a body corporate and Charter County, acting by and through the Department of Corporation Counsel ("County"), and SEWARD, PECK & HENDERSON, PLLC, a Michigan Corporation ("Firm").

WHEREAS, on July 12, 2016, a Legal Services Contract in the amount not to exceed \$35,000.00 was approved by the Wayne County Executive (CC#: 16-40-027) authorized under Section 120-121 (a) of the Procurement Ordinance; for the Firm to provide legal consultation and representation In the Matter of the Estate of Abdul Akbar, deceased by Malikah Akbar, duly appointed Personal Representative vs. Wayne County, Sergeant Deon Harper, Kirk Traczynski, Angela Jones, Angelique Jordan, Eric Robinson, Jalil Shabazz, Kevin Draper, Kimberly Sherrod, Alan Shulgon, James Jones and Nurse Melanie Abner, Nurse Dozier, in their individual and official capacities (REPRESENTING ANGELA JONES and SHANTEL DYER ONLY); and

WHEREAS, the Firm and the County have agreed to execute this modification to add an Additional Attorney to this agreement; and

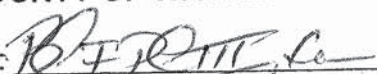
WHEREAS, the term of the contract is June 14, 2016 to June 13, 2018; and

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

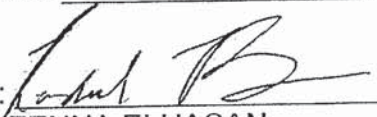
1. Term: **June 14, 2016 to June 13, 2018**
2. Scope: Exhibit A is removed and replaced in its entirety to now include the representation of Shantel Dyer and correct the name of Defendant Angela Jones.
3. Payment: Exhibit B is removed and replaced in its entirety, including the listing of specific attorneys working on this matter. Now, the Firm may assign this matter, in whole or in part, to attorneys with the necessary legal expertise to represent the County in this matter. Paragraph B, Payment, is amended in accordance with the Modification to Add Funds in the amount of \$50,000.00 for a total compensation under this contract not exceeding \$85,000.00; and

4. Amount: The modification does increase the total compensation that cannot be exceeded under this contract to **\$85,000.00**; and
5. Effect: All remaining terms and conditions of the Contract shall remain in full force and effect.
6. Attorneys: Under this Agreement, the County will pay attorney members of the Firm the blended hourly rate of **\$175.00** per hour;
- Paralegal or law clerk under this agreement shall be paid \$75.00 per hour.

COUNTY OF WAYNE

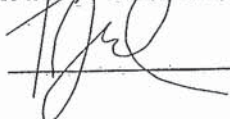
By: 
WARREN C. EVANS 5/8/2012
Wayne County Executive

Dated: _____

By: 
ZENNA ELHASAN
Corporation Counsel

Dated: 4/28/17

SEWARD, PECK & HENDERSON, PLLC

By: 

Dated: April 27, 2017
Federal Tax ID: 47-4084136

APPROVED BY THE
WAYNE COUNTY COMMISSION:
Resolution #: _____

Dated: _____

AMENDED EXHIBIT A SCOPE OF SERVICE

The County engages the Firm and the Firm agrees to faithfully and diligently perform the Services set forth in this Agreement consistent with the standard of legal practice in the community. The Services are: as determined by Corporation Counsel related to this matter.

Specify Services

Included in the Services are any meetings with County staff required to accomplish the purpose of this Agreement as well as attendance at any County Commission or other board or agency meetings related to the purpose of this Agreement. The Firm shall not make an initial contact with any County staff or elected official until the attorney designated by the Corporation Counsel has advised the Firm it is cleared to make the contact with the client. This will avoid confusion of the clients.

Counsel will defend Angela Jones and Shantel Dyer only in this litigation. Counsel will perform all aspects required for the defense of this litigation including but not limited to: meeting with and interviewing the officers and any critical witnesses, preparing defendant deputy for depositions, defending and taking depositions, serving and responding to discovery requests, consulting with and retaining experts if necessary, engaging in motion practice including the filing of a dispositive motion, and preparing for any trying the case if necessary.

The Firm must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Agreement. The County will compensate the Firm under a separately negotiated agreement for any Services rendered pursuant to this section.

The Firm must also abide by the guidelines and rules set-forth in the Litigation Protocol for Outside Counsel attached as Exhibit C.

AMENDED EXHIBIT B
COMPENSATION

- A. Under this Agreement, the County will pay the attorney members of the Firm the hourly rate of \$175.00 per hour:

The County allows the Firm the discretion to assign attorney members with the matter specific legal expertise to represent the County in this matter. **However, newly added attorney's hourly billing rates cannot exceed the agreed upon rates and must be discounted by 25% during the learning curve period.**

The rates for a paralegal or law clerk under this agreement shall be \$75.00 per hour.

- B. Unless otherwise specified in this Agreement, invoices for payment under this Agreement **MUST BE SUBMITTED WITHIN 45 DAYS OF THE DATE OF SERVICE OR PAYMENT WILL NOT BE MADE. ALL INVOICES MUST BE DETAILED AND SHOW ITEMIZED EXPENSES.** All invoices shall indicate for each attorney, law clerk and paralegal the hours billed and the hourly rate. All invoices shall include the following Agreement CC #: 16-40-027-M1. The total compensation under this Agreement cannot exceed \$85,000.00.
- C. Reimbursement for attendance at depositions is limited to one attorney.
- D. Reimbursement for attendance at hearings and meetings is limited to two attorneys.
- E. Administrative, clerical, secretarial, word processing and time accounting activities are not reimbursable expenses. Office supplies are not reimbursable.
- F. Reimbursement is allowed for the reasonable cost of meals and lodging when representation requires travel beyond fifty (50) miles of the corporate limits of the County of Wayne. Travel time is reimbursable at one-half the normal hourly rate.
- G. The following Services shall be invoiced at the rates which represent the actual costs to the Firm: necessary local deliveries, telephone, transcript costs, postage, express mail services, outside printing or copying, filing, notary, and miscellaneous like expenses directly related and necessary.
- H. Copying (in-house) rates shall not exceed \$0.25 per page.
- I. Any costs or reimbursable expenses not enumerated in this Agreement shall require the prior written approval of the Corporation Counsel or designee.
- J. Expert witnesses shall not be retained or paid without prior approval of the County.
- K. The Firm is responsible for notifying Corporation Counsel two (2) months prior to the time it is anticipated that the Agreement's cap will be reached to enable time for processing a renewal or a Contract Modification. The Firm will not be paid for work that is not authorized pursuant to a valid agreement.

- L. Research. The Firm was selected to represent the County because of its expertise. Consequently, the County shall not be charged for basic research. Other research on specific issues must be billed at the agreed on hourly rate for the person performing the research. Computerized research will not be compensated unless specifically provided for by this Agreement.
- M. The following are excluded from this Agreement and are not compensable:
1. Reviewing/discussing legal service invoices.
 2. Preparing invoices.
 3. Reviewing and preparing responses to solicitation documents.
 4. Preparation of monthly Case Management Report.
 5. Attendance at Wayne County Commission meetings for the purposes of approval of this Agreement, or any modification/renewal thereto.
 6. Preparation of required audit letters requested by the County or an affiliated accounting firm.
 7. Other non-legal services as determined by the County.

EXHIBIT C

See Department of Corporation Counsel Litigation Protocols for Outside Counsel.
(Attached)

EXHIBIT D INSURANCE

The Firm 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 Firm, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Firm has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance coverage appropriate to the legal profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

NECESSARY INSURANCE PROVISIONS

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

1. **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Firm's 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 Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. **Primary Coverage:** For any claims related to this contract, the Firm's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County,

its officers, officials, employees, or volunteers shall be excess of the Firm's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation:** The Firm hereby grants to County a waiver of any right to subrogation which any insurer of said Firm may acquire against the County by virtue of the payment of any loss under such insurance. The Firm 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.
5. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Firm to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:
 - 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 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 Firm must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
8. **Verification of Coverage:** Firm shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Firm'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.
9. **Subcontractors:** Firm 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.
10. **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.

Wayne County
Department of
Corporation Counsel



Litigation Protocol
for
Outside Counsel

Addendum to All Legal Service Agreements

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I. GENERAL GUIDELINES

A. Assignment of a Lawsuit to Outside Counsel

1. Upon selection of Outside Counsel, Corporation Counsel will forward to Outside Counsel the Summons and Complaint, together with any service documents.
2. Corporation Counsel will also submit to Outside Counsel, by letter, the following information:
 - a. Relevant facts concerning service of the lawsuit, including information covering who was served, when service was effected, and how the service was received (i.e., process server, mail, etc.);
 - b. The names of the party or parties to be defended;
 - c. Work which may be done in-house by Corporation Counsel; and
 - d. Whether an extension to file and answer was requested and granted.

B. Conflict of Interest under the Michigan Rules of Professional Conduct

1. Upon receipt of the Summons and Complaint, Outside Counsel should immediately review the pleadings and respective parties and make a determination as to whether a conflict of interest exists under MRPC 1.7, 1.8 or 1.9. If a conflict exists, Outside Counsel should immediately telephone the Corporation Counsel and advise him/her of the conflict. A formal letter should follow advising the Corporation Counsel of the nature of the conflict. Corporation Counsel will then make a determination if Outside Counsel will continue its handling of the matter. All requests for conflict waivers must be confirmed in writing.
2. If a conflict of interest does not exist, Outside Counsel must send an acknowledgment letter to Corporation Counsel within five days of receipt of the suit stating:
 - a. Acknowledgment of the assignment and receipt of the lawsuit papers, and that a conflict of interest under the Michigan Rules of Professional Conduct does not exist;
 - b. Outside Counsel's agreement to conduct the defense of Wayne County and/or individual defendant(s), in accordance with the terms of the Wayne County Litigation protocol.

C. Legal Malpractice Insurance

1. Outside Counsel shall also include with the acknowledgment letter a copy of the declaration sheet of the current legal malpractice policy covering Outside Counsel. Should coverage change during the period of time representation is provided a new declaration sheet must be provided.

D. Initial Pleadings

1. Within the time permitted by court rule, or as modified by agreement with plaintiff's attorney and/or consent of the court, Outside Counsel shall file their Answer and Affirmative Defenses, or other appropriate responsive pleadings. A copy must be sent to Corporation Counsel.
2. Where any party to the suit is an estate, Outside Counsel shall obtain a copy of the estate's Letter of Authority.

E. Litigation Action Plan and Litigation Budget Plan

1. Within 30 days of Outside Counsel accepting the assignment, a Litigation Action Plan and a Litigation Budget Plan must be submitted to Corporation Counsel. The details for each of these Plans are set forth on pages 4 to 8, *infra*.

F. Dispositive Motions

1. As soon as statutory defenses are identified by Outside Counsel, dispositive motions should be brought so that unnecessary legal costs are not incurred. All other dispositive motions should be brought as soon as sufficient discovery has been conducted to establish the factual basis for the motion, again in an effort to terminate a case at the earliest possible opportunity so that legal costs may be minimized.
2. Unless approved by Corporation Counsel, all dispositive motions should be brought before case evaluation so that the evaluation will be an accurate reflection of the panels' opinion and will allow Corporation Counsel to consider the award without having to factor in the possibility of a future dispositive motion.

G. Case Evaluation and Settlement Negotiations

1. Case evaluation represents a valuable opportunity to settle a case. Outside Counsel should review the case with the Corporation Counsel before case evaluation so Corporation Counsel is in a position to accept or reject the award.
2. Settlement negotiations should be conducted by the Outside Counsel only after consultation with and the approval of the Corporation Counsel. This rule does not prohibit the Outside Counsel from requesting opposing counsel's view of the value of a case or soliciting a demand for settlement, and in fact, this is encouraged. Outside Counsel must advise opposing counsel that all proposed settlements are contingent upon Wayne County Commission approval.

H. Trials

1. Cases are to proceed to trial only with the approval of Corporation Counsel.

I. Appeals

1. Corporation Counsel approval is required before any appeal may be taken. An evaluation of any proposed appeal with Corporation Counsel must occur within the statutory appeal period.
2. When the Outside Counsel is notified of the filing of an appeal by an adverse party, Corporation Counsel shall be notified immediately so that selection of appellate counsel may be timely made by Corporation Counsel.

J. Retention and Storage of Closed Files

1. Outside Counsel shall retain and properly store all Corporation Counsel files for a minimum period of three years following the closing of the file and/or the expiration of the final appeals procedure deadline.
2. Prior to the destruction of any portion of the litigation file, Outside Counsel shall notify and obtain the approval of Corporation Counsel.

K. Definitions

1. Wayne County: When used in this litigation protocol, Wayne County includes all departments, divisions, elected officials and individual employees of Wayne County.
2. Corporation Counsel: When used in this litigation protocol, Corporation Counsel may include the assigned Assistant Corporation Counsel, Principal Attorney, Chief Assistant Corporation Counsel or Deputy Corporation Counsel that is specifically assigned to monitor the case.
3. Outside Counsel: When used in this litigation protocol, Outside Counsel refers to those attorneys and staff identified in the Wayne County Legal Services Contract Request Form.

II. Litigation Action Plan

Within 30 days of the assignment, Outside Counsel must provide Corporation Counsel with an initial report outlining a litigation plan. The importance of a Litigation Action Plan cannot be over-emphasized.

1. The report and plan should contain the following:
 - a. A description of what has been done to date by Outside Counsel and copies of any responsive pleadings which have been prepared and filed.
 - b. Outside Counsel's evaluation of the case with respect to both liability and damages based upon current knowledge. This report should specifically comment on the County's liability, plaintiff's comparative negligence, special damages, general damages, other possible culpable parties, the value of the case if appropriate and the content of any discussions with the opposing counsel.
 - c. Outside Counsel's theory of the defense of the case and an outline of the necessary steps to be taken to further the defense including an overall plan and proposed timetable for proceeding with discovery to bring the litigation to a conclusion. This section of the report should explain specifically what depositions, motions, pleadings, legal research and other legal activities are necessary, expected or recommended.
 - d. Address any possibility of indemnity, contribution, or subrogation including the basis for the recovery, the amount involved and the steps which should be taken by either Outside Counsel or Corporation Counsel to preserve these remedies. This would include issues such as joinder of parties, filing of counter-claims/cross-claims, and third-party complaints.
2. After Corporation Counsel receives and reviews the plan, it will be discussed as necessary with Outside Counsel. Thereafter, any need for changes to the plan must be discussed with and approved by Corporation Counsel unless Outside Counsel deems that the changes are immediately required to protect Wayne County.
3. In following the Litigation Action Plan, Corporation Counsel expects Outside Counsel to pro-actively pursue all legal avenues to reach disposition of the litigation as promptly as possible and not to merely react to opposing attorney's activity or inactivity or the court calendar.
4. Corporation Counsel relies on the judgment of Outside Counsel in Outside Counsel's decision to take depositions, file pleadings and retain experts. It is expected though that before these actions are taken, the Corporation Counsel will be advised, either in the initial Litigation Action Plan or in subsequent status reports as their necessity becomes known. When in the opinion of the Outside Counsel an expert witness needs to be retained, an informational report regarding the expert, his background and qualifications and the testimony needed, must be

submitted to Corporation Counsel (**Retention of Expert Witness Form attached as Attachment A**)

A. Reporting Obligations of Outside Counsel

Case Management Reports ("Reports"-in the form included as Attachment B) are expected every thirty (30) days and due on the 25th of every month. In addition to the Reports, notice to Corporation Counsel shall be provided for the following events as noted:

- (1) Demands - All settlement demands made by plaintiff are to be reported immediately to Corporation Counsel.
- (2) Scheduling Order - A copy of the court's scheduling order is to be forwarded to Corporation Counsel as soon as it is received by the Outside Counsel. Outside Counsel shall promptly notify Corporation Counsel Staff of any adjournments and rescheduling of case evaluation and trial dates.
- (3) Depositions of parties and witnesses should be reported to Corporation Counsel in summary form within ten working days after being taken. Outside Counsel's impressions of deponents and the impact of their testimony on case should be discussed.
- (4) Case evaluation summaries must be provided to Corporation Counsel as soon as available. Corporation Counsel should always have the defense summary when it is prepared for filing, which should be by the filing deadline date established by the case evaluation clerk.
- (5) Results of case evaluation should be reported to Corporation Counsel immediately by e-mail followed by a written report within five days. The report should include the names of the mediators and the effect of the panel on the result. Corporation Counsel must be advised of the response of all parties within five days following notice to the Outside Counsel of those responses.
- (6) Expert's Deposition - The plaintiff and/or defendant expert's deposition should be reported to Corporation Counsel in summary form within 10 days of the conclusion of that deposition. Outside Counsel's impression of the expert and the impact of the testimony on the case should be discussed.
- (7) Dispositive Motions - A copy of all dispositive motions and briefs should be submitted for review and approval before filing.
- (8) Dispositive Motions- The court's decision along with any written opinion issued by the judge should be transmitted to Corporation Counsel within five days of receipt along with a narrative report evaluating the impact of the ruling.

B. Pre-Trial and Trial Reports

- (1) Pre-Trial Report - In advance of trial, preferably sixty days before the trial, a report should be prepared and the file should be reviewed in its totality, weighing the issues of liability, damages or possible jury award. This report should contain the following information:
 - a. A copy of the pretrial order, if required by the court, together with any other related dates set by the court;
 - b. Case evaluation information;
 - c. The report shall identify the court and the judge to whom the case is assigned and what impact it may have on the outcome of the case;
 - d. The plaintiff's attorney should be identified and, any impact on the jury selection or potential jury award;
 - e. The report should address and analyze the allegations which will reach the jury either from the original or amended complaints, as well as, commenting on counts which have been dismissed;
 - f. The analysis must address the legal principles associated with the allegation and those defenses that have been established during the course of discovery in defense of those allegations, the evidence the plaintiff does (or does not) have, or the evidence the defendants do (or do not) have in response to those allegations. This should also include reference to any applicable Court of Appeals and/or Supreme Court cases;
 - g. The report should address the various demands of the plaintiff and the history of any offers;
 - h. The report should summarize the plaintiffs damages discussing any unusual, aggravating or mitigating factors and estimate the value of plaintiff's damages if Wayne County is 100% liable.
 - i. The report should contain an estimate of plaintiff's chances of proving liability using a scale of 1 to 10 with 1 being a no cause and 10 being a clear case of liability.
 - j. Potential Jury Verdict Range - The report should contain your estimate of the potential range of jury verdicts.
 - k. The report should contain Outside Counsel's evaluation and recommendation regarding legal position and possible resolution.
- (2) Trial Reports - Outside Counsel should provide Corporation Counsel periodic verbal status reports, preferably at midday break and days end, as the trial progresses covering jury selection, witness testimony and case development.

- (3) Post Trial Report - A detailed trial report should be submitted to Corporation Counsel no later than five working days after conclusion of the trial. The trial report should include a summary of all testifying witnesses, discussions of all noteworthy objections as they may or may not relate for appeal purposes, all motions filed during the course of the trial (mistrial, directed verdict, etc.) evaluation of the jury, any unusual activities or events during the course of the trial, and the verdict and any calculated interest, case evaluation sanctions, fees, etc., that may apply.

III. Litigation Budget Plan

1. The Litigation Budget Plan has three basic purposes:
 - a. It calls attention to and clarifies the cost/benefit analyses that must be done from initial evaluation of an incoming lawsuit through trial. Outside Counsel costs must be factored into decisions on settlement value, timing of offers, and overall defense strategy.
 - b. It tracks the accuracy of cost projections through the course of litigation and will provide valuable information on assessing the Outside Counsel's performance.
 - c. It sets tentative limits beyond which settlement and expeditious defense become imperative.
2. Corporation Counsel requires that a Litigation Budget Plan accompany the Litigation Action Plan. The level of detail in the budget will depend on the size and complexity of the case, but the budget should have sufficient detail (timing, work to be done, expected results, probable expenses) to measure progress in the case against forecasts and to allow for corrections and adjustments. **(Litigation Budget Plan form attached as Attachment C)**
3. The Litigation Budget Plan is not necessarily a cap on legal fees and expenses. It is intended only as an estimate and is subject to adjustments as developments in the case warrant. Each phase of the case should be budgeted separately, but the budget will always represent the total legal cost of the case. Any adjustments to the budget will require the prior approval of Corporation Counsel.

IV. CORPORATION COUNSEL LEGAL

BILLING STANDARDS

Corporation Counsel expects Outside Counsel to prepare all legal billings in accordance with and in conformity to the guidelines, rules and opinions relating to billing as contained in the Code of Professional Responsibility of the Michigan Bar Association and the Rules of Professional Conduct of the American Bar Association.

1. Billing Format

Law firm billing shall contain the following information and any other information requested by Corporation Counsel for each case or time the County is charged for service:

- A. Wayne County Department served;
- B. Case name;
- C. Corporation Counsel Prolaw SE number;
- D. Date of service;
- E. Name of the specific attorney providing the service and his or her hourly billing rate;
- F. Specific description of services performed; and
- G. Time charged in tenth of an hour increments.

2. Legal Fees

- A. The County will compensate the retained law firm for services provided at the maximum rates set out in the LEGAL SERVICES CONTRACT.
- B. The following practices will not be accepted in statements/invoices presented to the Corporation Counsel;
 - 1. Vague descriptions of services performed;
 - 2. Bulk billing;
 - 3. Rounding off hours;
 - 4. Value billing;
 - 5. Standard time charges;

6. Unit billing;
7. Unnecessary work;
8. Duplicate billing;
9. Any enhancements to expenses by the law firm such as service fees, surcharges, administrative charges, handling fees or "cost plus" add ons.

C. Corporation Counsel disputes the benefits of using a "team" of lawyers on a specific case. Corporation Counsel believes the most effective use of legal counsel occurs when the "responsible" attorney personally handles key events in the lawsuits development. To this end, only attorneys named in the legal services contract may bill for time spent on the case. This increases effectiveness and reduces redundancy. Other areas of redundancy will not be accepted. These are:

1. Billing for interoffice conferences;
2. Billing for training of new attorneys;
3. Billing for file reviews that do not advance the cause;
4. Billing for administrative matters, such as:
 - a. File creation and data entry
 - b. Preparation or review of billing by attorney
 - c. Supervisory attorneys file review
 - d. Secretarial work

3. Acceptable Costs and Expenses

Corporation Counsel shall reimburse the retained law firm for "out of pocket" expenses paid by the law firm on behalf of the County for the following:

- A. Court costs and expenses;
- B. Copying costs at the rate normally charged by the law firm to its clients but not to exceed \$.25 per page for documents provided to the court, other defendants, and plaintiffs, provided that office copying for correspondence, research and similar legal communications sent to the Corporation Counsel shall not be reimbursable;
- C. Out of state travel expenses when authorized in advance by Corporation Counsel;
- D. Fees and expenses for expert witnesses, investigators, and other related services, when authorized in advance by Corporation Counsel;

- E. Other expenses, when authorized in advance by Corporation Counsel; and
- F. Bills, statements, cancelled checks and other documentation supporting expenses paid by the law firm shall be retained by the firm for a minimum period of three years and be available for review by the County if requested.
- G. Certain charges will only be allowed when prior approval has been obtained from Corporation Counsel, such as:
 - 1. Out of state travel
 - 2. Expert witnesses
 - 3. Investigations
- H. Other expenses may be acceptable if incurred at the specific request of Corporation Counsel, such as:
 - 1. Overnight or priority mail
 - 2. Fax costs
 - 3. Delivery costs
- I. Research costs should be minimized by sharing results of research previously conducted. To that end, Corporation Counsel encourages the use of brief banks and requests that copies of all substantive research be forwarded to Corporation Counsel upon completion. Major research projects require prior review with Corporation Counsel.
- J. The cost of computerized research, including Westlaw, Lexis-Nexus, or BNA are considered by Corporation Counsel to be costs inherent in the firms overhead, and as such, should not be charged to Wayne County absent a specific request and approval by Corporation Counsel.
- K. All other expenses require prior approval of Corporation Counsel.

RETENTION OF EXPERT WITNESS

Case Name:

Prolaw SE number: (Supplied by Corporation Counsel)

Facts of case:

Reason Expert needed:

Attach Copy of Expert CV and

Fee Schedule

Estimated Time Expenditure

2012 WAYNE COUNTY CORPORATION COUNSEL CASE MANAGEMENT REPORT

CASE INFORMATION

Case Name	Case Number	Court	Judge/Magistrate	Opinion re Judge/Magistrate/Court
Related Case Name	Related Case Number	Related Case Court	Related Case Judge/Magistrate	Opinion re Related Case Judge/Magistrate/Court
Law Firm	Law Firm Address	Primary attorney and contact information	Secondary attorney and contact information	Other approved billing members of the firm and contact information
Co-counsel/Co-defendant Law Firm	Law Firm Address	Primary attorney and contact information	Secondary attorney and contact information	Other approved billing members of the firm and contact information
Opposing Law Firm	Law Firm Address	Primary attorney	Secondary attorney	Other people involved

MOTIONS				
Title of Motion	Filed by whom	Date received	Date due	Ruling(s) and subsequent effect

ORDERS		
Title of Order	Signed by whom	Date filed

DEPOSITIONS			
Deponent name	Deponent title	Date and location scheduled	Length of deposition

WITNESSES/DISCLOSURES (may be attached)			
Witness name (including experts)	Witness title	Contact information	Days of testimony

SCHEDULING ORDER				
Discovery deadline	Witness list/expert list deadline	Dispositive motion deadline	Settlement conferences	Jury trial date
Other deadlines	Other deadlines	Other deadlines	Other deadlines	Other deadlines
SIGNIFICANT CASE DEVELOPMENTS				
Date	Case Development			
LEGAL FEES				
Litigation Budget	Legal Fees and Costs to Date	Anticipated Legal Fees and Costs	Unanticipated Fees and Costs	

LITIGATION BUDGET

Case Name:

Prolaw SE Number:

(ATTACH DETAILED EXPLANATION FOR EACH EXPENSE)

I. Discovery Phase (depositions, interrogatories, research, motions, travel expenses)

Legal expenses to date: _____

Projected cost: _____

II Case Evaluation Phase (preparation, travel, presentation)

Legal expenses to date: _____

Projected cost: _____

III Experts (including deposition and trial costs)

Legal expenses to date: _____

Projected costs: _____

IV Trial Preparation

Legal expenses to date: _____

Projected costs: _____

V Trial

Legal expenses to date: _____

Projected costs: _____

VI TOTALS

Legal expenses to date: _____

Projected costs: _____

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R'vd by ZE 3/7/2012