

BOARD OF COMMISSIONERS

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“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking forward with purpose”

**COUNTY BOARD - PROPOSED ADDENDUM
TUESDAY, APRIL 4, 2017**

7.0 Administration Presentation

7.10 County Appointed Attorney Contract (Action)

FIRST DISTRICT
Justin Ahlers

SECOND DISTRICT
Gene Metz

THIRD DISTRICT
Matt Widboom

FOURTH DISTRICT
Robert Demuth Jr.

FIFTH DISTRICT
Donald Linssen



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COMMISSIONER BRIEFING

*Court Appointed Attorney Contract
Administration
Tom Johnson
10 min.*

Issue:

Steven Forrest has left the area and Amie Ascheman of Runchey, Louwagie & Wellman, PLLP out of Marshall has offered to complete the rest of the term of the contract.

Discussion:

The County is responsible for attorney fees when the courts appoint attorneys. We have contracted with an attorney for this service in an effort to minimize costs. It is believed this has benefitted the County and the clients in having a consistent attorney being assigned cases. With new laws taking effect, there are regularly more than one attorney appointed to a case, especially when there is non-custodial parents. Ms. Ascheman was recommended by the District Court Administrator and has agreed to the same terms we had with Mr. Forrest.

Options:

- 1) Approve the agreement for professional services of court appointed attorney with Amie Ascheman of RLW with the same terms as the previous agreements for the CHIPS case appointments.*

Recommendation:

Staff recommends approval of the agreement with Amie Ascheman of LRW.

LEGAL SERVICES CONTRACT

This contract (hereinafter the "Contract") is made and entered into by and between the County of Nobles, a Minnesota Municipal Subdivision (hereinafter the "County"), and Runchey, Louwagie & Wellman, PLLP (hereinafter "RLW") a law firm with attorneys licensed to practice in the State of Minnesota.

1. PURPOSE: Minnesota Statutes require that in child protection (CHIPS) cases, a parent, guardian, or custodian has the right to effective assistance of counsel, and in certain circumstances the district court is required to appoint counsel for such persons at county expense. Minnesota Statutes § 260C.163, Subd. 3. also requires that appointed counsel meet certain requirements. Nobles County requires appointment of private attorneys to fulfill those statutory duties and needs attorneys who can meet those statutory requirements. RLW has attorneys who are qualified to perform those duties.

2. QUALIFICATIONS: By signing this Contract, RLW certifies that at least one attorney is licensed to practice in Minnesota and meets the minimum qualifications for child protection attorneys outlined in Minnesota Statutes § 260C.163, Subd. 3(g). Failure to maintain one current licensure in good standing, failure to meet the minimum standards as set out above, or failure to maintain a place on the roster of qualified CHIPS parents' attorneys shall render this Contract void at the discretion of the County.

3. APPOINTMENTS: RLW will accept appointments in child protection matters in Nobles County. RLW makes this Contract knowing that the County does not control the what is done in the office of the Nobles County Court Administrator (hereinafter Court Administration) since that is a part of the state court system and not a part of the County. References hereinafter to agreements or interactions between RLW and Court Administration refer to assumptions and aspirations. RLW understands Court Administration is not a party to this Contract. RLW will coordinate appointments with Court Administration with the understanding that Court Administration will divide appointments more or less equally among the attorneys who have fixed rate contracts and that in matters in which the appointment of counsel to two or more parents is necessary, appointments will be coordinated in a manner so each attorney will have substantially equal appointments to the custodial parent, or parent from whom the child was removed. This type of appointment schedule is in recognition that advocacy of the parent from whom the child was removed often necessitates more time on the part of the representing attorney. RLW will periodically discuss appointments with Court Administration to ensure distribution remains equitable under those guidelines. This Contract is based on the assumption that Court Administration will have certain communications with RLW prior to appointment. If Court Administration does not fulfill those expectations and RLW may give notice and withdraw from this Contract.

4. PAYMENT: The County shall pay RLW a flat sum of \$2,500.00 per month for up to 40 hours per month of services rendered under this Contract, and shall pay a rate of \$90.00 per hour for hours in excess of 40 hours per month.

- a. RECORDKEEPING: RLW will keep track of billable time working under the Contract and submit an invoice documenting all hours worked in order to justify any billings for the hours worked more than the 40 hour base of the Contract for each month.
- b. OVERHEAD EXPENSES: RLW shall receive no extra reimbursement for overhead expenses, such as office rent, computer or software costs, the cost of legal research, mailings, mileage, filing fees, telephone, internet or fax costs, or the other costs associated with running a law office; or the licensing, professional liability insurance or continuing education credits associated with maintaining an attorney's license.
- c. INTERPRATION FEES: RLW shall receive reimbursement for reasonable interpreting costs. The County shall work with RLW and provide them access and/ or knowledge of their interpretation resources if possible.
- d. OTHER FEES OR OTHER EXPENSES: This Contract is a "fees for services" contract, and is not meant to cover anything but the provision of services of RLW. If there are special expenses associated with a case (expert witness fees, for example), RLW must apply to the court for approval of those expenses.
- e. APPEALS: Appeals are not included as part of this Contract.

5. INDEPENDENT CONTRACTOR: RLW is not an employee of Nobles County, but is an independent contractor.

- a. DUTIES: This Contract does not make RLW an employee, agent, partner, joint venture or legal representative of the County for any purpose whatsoever. RLW is not granted any right or authority to assume or create any obligation, responsibility, express or implied, on behalf of or in the name of the County. As an independent contractor, RLW is subject only to the review authority that all Judges have over attorneys practicing before them, and RLW shall not be supervised in any way by any employee the County. The County sets no specific time or place for the fulfillment of duties performed herein, that being in the sole discretion of RLW as an independent contractor.
- b. BENEFITS: Because RLW is an independent contractor, the County shall not be liable for any term insurance, PERA, unemployment insurance, worker's compensation, professional liability insurance, or any other benefits which are or may be afforded to employees of the County.
- c. WITHHOLDINGS: There shall be no withholding or deduction for State or Federal income taxes, FICA, FUTH, or otherwise will be made from the payments due to RLW and it is RLW's sole obligation to comply with the applicable provisions of all federal and state tax laws.

6. INDEMNIFICATION: RLW will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of RLW's performance or failure to adequately perform its obligations pursuant to this Contract.

7. TERMINATION OF CONTRACT: Except as otherwise provided herein, this Contract can be terminated, with or without cause, by RLW or the County at any time and termination shall be effective upon 60 days written notice to the other party. In the event this Contract is terminated, RLW shall complete cases which have been assigned and are in process, the County agrees to pay RLW \$90.00 per billable hour for time incurred following the expiration of the contract, unless those cases are reassigned by Court Administration.

8. ACCOMMODATIONS: The Contract contemplates that this Contract will be offered to more than one attorney in Nobles County and that each attorney who accepts the Contract will also seek similar contracts in Murray, Pipestone and Rock Counties. Should RLW contract in those counties, RLW enters this Contract under the assumption that Court Administration will make a good faith effort to coordinate accordingly to accommodate RLW's schedules.

9. SUBCONTRACTING: RLW shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the County and District Court and subject to such conditions and provisions as the County may deem necessary.

10. TERM: Regardless of the dates of signature below, this Contract is effective beginning April 1, 2017 and continuing until December 31, 2017 unless otherwise terminated. This Contract does not renew automatically, but can be extended by mutual written consent of all parties in one year increments. Any amendment to this Contract must be in writing, signed by both parties, and appended to the original Contract.

The rest of this page is left blank intentionally.

March IN WITNESS WHEREOF, the parties have executed this Contract this 31st day of _____, 2017.

RUNCHEY, LOUWAGIE & WELLMAN, PLLP

BY: [Signature]
Amie Ascherman, Partner

COUNTY OF NOBLES

BY: _____

BY: _____

Approved as to Form & Execution:

Kathleen Kusz
Nobles County Attorney

NOBLES COUNTY COURT ADMINISTRATION

BY: _____
Denise Brandel
Nobles County Court Administrator