



Scott O. Arneson
County Administrator
Goodhue County

509 W. Fifth St.
Red Wing, MN 55066
Office (651) 385.3001

To: Goodhue County Board of Commissioners

From: Scott O. Arneson, County Administrator

Date: February 1, 2023

RE: Court Appointed Attorney Contracts

Due to cuts in funding for State Public Defenders, beginning in 2009, Goodhue County was forced to absorb costs associated with court appointed attorneys in Children in Need of Protection or Services (CHIPS), Termination of Parental Rights (TPR), Truancies, Child Support Contempt, Paternity and Commitment and Guardianship/Conservatorship matters. At that time, county staff met with the Court Administrator's Office and Judges to review the process for which attorneys are appointed in these and other county paid representation matters. With no increase to the budget, staff proposed and the board approved, establishing five contracts with interested attorneys. To date, this process has worked well for all involved including Court Administration staff, judges and attorneys.

Recently, Attorney Karen England, who currently holds one of the four contracts, submitted a requested to terminate her contract with Goodhue County effective 12/31/2022. Ms. England had a three-year contract with the county effective through December 31, 2024. County Administration, the County Attorney's Office and Court Administration has discussed the vacancy and recommends the board approve the attached contract with Langdon Flodeen Law, with a start date of March 6, 2023, for the term ending December 31, 2024. This contract will take the place of the contract Goodhue County held with Karen England for court appointed attorneys in Children in Need of Protection or Services (CHIPS) and Termination of Parental Rights (TPR), Truancies, Child Support Contempt, and Paternity matters.

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**COUNTY OF GOODHUE
PROFESSIONAL SERVICES AGREEMENT
(CHIPS, TPR, Truancy, Paternity, and Child Support)**

THIS AGREEMENT, by and between the County of Goodhue, Minnesota, hereinafter referred to as "County," and Langdon Flodeen Law, Minnesota, hereinafter referred to as "Provider."

RECITALS:

- a. Due to changes in funding for State Public Defenders, County will be absorbing costs associated with court appointed attorneys in certain cases. County wishes to establish four contracts with interested attorneys for the following cases: CHIPS/TPR, Truancies, Child Support Contempt, and Paternity matters. These contracts will be twelve month agreements with monthly payments as follows:

Pay Table A:

Time period:	Rate:
February 1, 2023- December 31, 2023	\$2,363.90/month
January 1, 2024- December 31, 2024	\$2,423.00/month

The county also intends on establishing one additional contract for Commitment and Guardianship/Conservatorship matters. This contract will be for \$1,691.25 per month for a thirty-six month term.

The Court Administrator's Office will assign cases on a rotating basis through the approved list of attorneys to assure an even caseload and to resolve any conflicts. The list of approved attorneys will be maintained by Court Administration. Contracting attorneys will be required to perform an equal prorated share of eligible case work as assigned by Court Administration; and

- b. Provider is an entity formed for the purpose of providing legal services; and
- c. The County seeks to enter into an agreement for the provision of legal representation to individuals in cases requiring attorneys appointed by a Judge of the Court.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the County and Provider hereby agree as follows:

1. **Scope of Work**
Attorneys for CHIPS, TPR, Truancy, Paternity, and Child Support

- a. The undersigned attorneys agree to accept all appointments when the Court has authority to appoint counsel at the expense of the County, including:
- Appointments to represent parents or legal custodians in CHIPS and TPR matters (all qualifying cases);

- Appointments to represent children under age 10* in CHIPS and TPR matters (judicially selected cases);
- Appointments to represent children in Truancy matters (all qualifying cases);
- Appointments to represent parents or legal custodians in Truancy matters (judicially selected cases);
- Appointments to represent parties in Paternity matters under the Parentage Act (all qualifying cases);
- Appointments to represent parties in 1st and 2nd stage Child Support Contempt matters;

But excluding:

- Appointments on Guardianship, Conservatorship, or Commitment matters (all qualifying cases); and
- Appointments on Sexually Dangerous Civil Commitment matters.

*NOTE: If an attorney is appointed to represent a child under age 10 and the child thereafter reaches the age of 10, the appointment does not cease merely because the child has reached the age of 10.

- b. Appointments shall be made on a rotating basis by Goodhue County Court Administration.
- c. Attorneys appointed under this Contract shall be paid a set monthly fee. The monthly fee will be paid within a reasonable time of submission of invoices to the Goodhue County Court Administrator. The invoices shall identify the matter worked on by case name and file number, the type of matter (CHIPS, TPR, Truancy, Paternity, or Contempt), the date, time and type of work performed and the hours worked on each individual matter. The set monthly fee as laid out above in Pay Table A, regardless of the hours billed. Invoices are to be submitted on a form approved by the Goodhue County Finance Department.
- d. Attorneys appointed under this Contract are independent contractors and not County employees. As independent contractors, the attorneys are responsible to pay their own licensing fees, taxes and shall provide their own insurance (including malpractice) and expenses (including mileage). The County will neither pay nor withhold federal, state, or local income tax or payroll tax of any kind on behalf of the independent contractor and the independent contractor shall not be treated as a County employee for the services performed. Contractor shall not portray themselves as being employees of County at any time in the performance of their duties under this contract.
- e. This Contract is effective February 1, 2023, through December 31, 2024.
- f. This Contract may be rescinded by the County at any time with or without cause (if a significant change in funding occurs). Attorneys appointed pursuant to this Contract may withdraw from representation only as allowed for under the applicable law and rules.

2. **Compensation and Terms of Payment**

a. Compensation

Provider shall be compensated for services provided at a rate as laid out in Pay Table A, per calendar month. Ordinary expenses such as subpoenas, service of process fees, costs and disbursements incurred by the provider for the benefit of the client will be reimbursed by Goodhue County upon submission of itemized billings. Authority to incur expenses, such as expert witness fees or investigatory services, exceeding \$300.00 for a single case must be obtained from the court through statutory procedures for funding services to indigent clients prior to incurring the expense.

- b. Additional compensation at the rate of \$75.00 per hour (billed in quarter hour increments) will be paid for services provided pursuant to this Contract after the second day of any extended trial or contested hearing. Detailed invoices for additional compensation shall be submitted as outlined in paragraph 1 (c).

c. Terms of Payment

Provider shall submit duplicate invoices on a monthly basis to the authorized agent of the County for payment of work completed. The authorized agent shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. Payments shall be made within thirty (30) days after receipt of invoices for services performed and acceptance of such services by the authorized agent of the County.

3. **Condition of Payment**

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations including those related to professional conduct and ethics. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

4. **Scope of Services**

Provider agrees to furnish the following services during the term of the agreement:

- Preparation of court appointed case intake form for Goodhue County Court Administration to complete upon determination of qualification for court appointed attorney services;
- Preparation and filing of Certificate of Representation on all cases;
- Retrieval from Court Administration of all documents necessary for opening complete attorney file;
- Initial telephone contact with client informing them of court appointed representation;
- Office conferences with clients and/or out of office meetings with clients to discuss cases, gather information and provide legal advice and counsel regarding tactics and alternatives;

- Additional case investigation as necessary. This investigation may involve contacts with prospective witnesses, retrieving earlier existing files, document review and investigation to obtain relevant data from a variety of sources including other District court files, governmental agencies, private employers, and experts in relevant fields of inquiry;
- Complete client intake, support staff, legal assistant, paralegal, and law clerk services;
- Process serving as necessary;
- Preparation of legal authorities by both attorneys and law clerk(s) using the most current research methods provided by Westlaw (including access to all Minnesota State and Federal cases and statutes, Minnesota Practice Series and Minnesota secondary sources) as well as our in-house law library containing all relevant written legal resources (Dunnell's Minnesota Digest, Minnesota Practice Series, Northwest Reporters, Miller/Davis legal forms database, Minnesota Statutes and various practice area specific resources);
- All legal writing and document drafting required to prevail, including but not limited to: pleadings, motions, affidavits, discovery requests, recordable documents, memoranda of law, letter brief arguments, proposed court orders;
- Representation by qualified, licensed and prepared legal counsel at all hearings, trials, or other court appearances;
- Provide for and arrange substitute counsel to appear with clients in court in the event Provider cannot appear due to vacation, illness or personal leave. It is anticipated that Provider will work with other contracted providers to arrange coverage in these instances as part of the contract fee.
- Representation at mediation sessions dictated;
- Preparation and filing of required applications for court appointed expert services through Court Administration (commitment cases);
- Maintain full knowledge of all statutory and case law related to probate, paternity, child support, guardianships, conservatorships, civil commitments and child protection, through weekly reviews of all Court of Appeals and Supreme Court cases and attendance at relevant and approved continuing legal education courses;

5. **Effective Date of Contract**

This agreement shall be effective March 6, 2023.

6. **Term of Contract**

This agreement shall remain in effect through December 31, 2024, or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

7. **Authorized Agents**

Goodhue County shall appoint an authorized agent for the purpose of administration of this agreement. Provider is notified of the authorized agent of Goodhue County as follows:

Mr. Scott O. Arneson

Goodhue County Administrator
509 West Fifth Street
Red Wing, MN 55066
651-385-3001

The County is notified the authorized agent for the provider is as follows:

Madison Flodeen

8. **County and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (1998), the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

9. **Indemnity**

Provider agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the provider, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

10. **Insurance**

Provider shall not commence work under this agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider until final completion of the work.

a. **Workers' Compensation**

- 1) State: Minnesota – Statutory
- 2) Employer's Liability with minimum limits of:
Bodily Injury by Accident: \$100,000 each Accident

- Bodily Injury by Disease: \$100,000 each Employee
Bodily Injury by Disease: \$500,000 policy limit
- 3) Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the agreement.

b. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- \$1,000,000 Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

c. Professional Liability (Malpractice)

- \$1,000,000 per Claimant
- \$1,000,000 Aggregate per Year

d. Commercial Auto Liability

Automobile Liability should include Hired and Non-Owned, and the County should be named as an additional insured.

Minimum limits of liability shall be:

- If split limits: \$1,000,000 each person/\$1,000,000 each occurrence
\$1,000,000 each occurrence for Property Damage

- If combined single limit: \$1,000,000 per occurrence

e. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be modified, canceled or non-renewed except upon sixty (60) days prior

written notice to County. Neither County's failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends Provider's responsibility to comply with the insurance specifications.

11. **Subcontracts**

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the County. Provider shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

12. **Force Majeure**

County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

13. **Data Practices**

Provider, its agents, employees and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from the Provider's unlawful disclosure or use of data protected under state and federal laws.

14. **Health Insurance Portability And Accountability Act Of 1996**

County and Provider mutually agree to incorporate the terms of and to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Privacy Rule"), dealing with the confidentiality of health or health-related information.

15. **Access to Premises**

The County shall arrange access as necessary to work sites for Provider for the purpose of performing the work described in this agreement.

16. **Termination**

This agreement may be terminated by either party, with or without cause upon 30 days written notice to Provider or the Authorized Agent of the County.

17. **Independent Contractor**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the County and Provider. Provider is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

18. **Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to Provider at its address stated herein, and to the authorized agent of the County at the address stated herein.

19. **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Goodhue, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

20. **Successors and Assigns**

The County and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

21. **Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Goodhue County's

Equal Employment Opportunity and Americans With Disabilities Act Policy, as on file with Goodhue County Human Resources, and incorporated herein, through both oral and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of the Provider to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

22. **Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

23. **Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

24. **Entire Agreement**

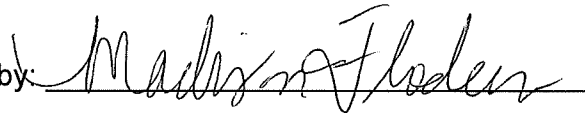
It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Provider relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

Goodhue County

Langdon Flodeen Law

by _____
Linda Flanders, Chair
Goodhue County Board of Commissioners

by:  _____

Date _____

Date: January 30, 2023

Attest _____
Scott O. Arneson
Goodhue County Administrator

Date _____

Approved as to form:

Stephen O'Keefe
Goodhue County Attorney

Date _____