

**ISANTI COUNTY
REQUEST FOR BIDS - ATTORNEY REPRESENTATION
PUBLIC DEFENDER – CIVIL, FAMILY, AND PROBATE CASES**

THIS AGREEMENT is made between the County of Isanti, hereinafter called County and the _____ Law Office, hereinafter called the Law Firm.

WHEREAS, the County has adopted a county public defender system; and

WHEREAS, the County and the Law Firm desire the Law Firm to provide legal services for Civil, Family, and Probate Cases (also included are misdemeanors and juvenile cases not completed before July 31, 2021, or not otherwise covered by other contracts) including but not limited to criminal matters such as State v. Morris and any other criminal matter in which the Office of Minnesota State Public Defender declines representation and the court appoints counsel.

NOW THEREFORE, in consideration of the mutual covenants expressed hereafter, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be from August 1, 2021, to July 31, 2022, the date of the signatures notwithstanding, and the responsibilities of the Law Firm run from August 1, 2021, to July 31, 2022, and shall continue on a carry-over basis with the same responsibilities until the last day of August, 2022. The term of this contract may be extended beyond the above dates in accordance with clause 8.H. below.
2. **PERSONNEL.** The Law Firm shall provide the professional services of the following named attorneys to fulfill its obligation for the provision of legal services under the terms of this agreement: _____.
3. **ADMINISTRATION AND SUPPORT.** The Law Firm shall provide:
 - A. All general administrative services, including all administrative scheduling of attorney's court appearances needed to ensure the orderly and timely provision of the legal services contemplated herein;
 - B. Office facilities adequate to the needs of the named attorneys while performing all legal services hereunder;
 - C. Administrative and overhead costs and functions including, but not limited to, clerical and paralegal staff, office supplies, photocopy expense, postage, telephone, and travel expense, all at Law Firm's expense;
 - D. All transportation for the named attorneys necessary for the provision of the legal services hereunder; and
 - E. Access at Law Firm's expense to an adequate law library.

4. TIME RECORDS. The Law Firm agrees to maintain accurate and complete time records of all attorneys, law clerks, and paralegals work provided to the County by the Law Firm under the terms of this Agreement and to provide such information to the County upon request. The Law Firm shall on or before March 1, 2022, submit to the Court Administrator a summary of the time spent for the previous August 1, 2021, through January 31, 2022, to include time spent by attorneys, law clerks, and paralegals separately, detailing the number of clients served and the number and types of cases handled. The Law Firm shall, on or before September 1, 2022, submit to the Court Administrator a summary of the time spent for the previous February 1 through July 31, 2022, to include time spent by attorneys, law clerks, and paralegals separately, detailing the number of clients served and the number and types of cases handled.

5. DUTIES AND RESPONSIBILITIES.
 - A. The Law Firm shall provide legal services as directed by the Isanti County Court Administrator or as appointed by the Isanti District Court in the following cases:
 - 1) Juvenile and adult guardianship and conservatorship cases, paternity, and contempt of Court proceedings, commitment cases, and appointments pursuant to the Soldiers and Sailors Civil Relief Act for civil, probate and family law cases; and child protection and termination of parental rights.
 - 2) Cases in which the Court or the Court Administrator appoints the Law Firm or one of its members as a conflict Attorney in any case, whether or not the County of Isanti is a part to such case; and,
 - 3) Any other case in which the District Court determines that there is a demonstrated need for an attorney and appoints the Law Firm.

 - B. The sum of \$500 shall be deducted from the monthly payment otherwise due the Law Firm for each appointment for which the Law Firm is unavailable, for whatever reason. Unavailability for the purposes of this Agreement includes, but is not limited to, situations in which the attorney or Law Firm is unable to accept representation because to do so would violate the Rules of Professional Conduct; unavailability also include scheduling conflicts which result in the attorneys for the contract being unable to attend one or more hearings.

 - C. In all cases the initial recommendation of financial eligibility will be made by the Court based upon the financial statements of applicant and the standards of indigence set out in the comments to Rule 5, Minnesota Rules of Criminal Procedures, and such other applicable standards regularly and routinely used by the Minnesota District Court Judges. Questions as to eligibility and reimbursement shall be resolved by the Court on a case by case basis. Formal appointment of the Law Firm shall be made by the Court in all cases in which it determines that an appointment shall be made.

- D. If, in any case or court appearance, the Isanti County Court Administrator or the Court determines that representatives of the Law Firm did not appear in a timely manner or that the Law Firm's appearance was not preceded by reasonable efforts to contact the client, discuss the case with the clients, and adequately prepare prior to the hearing, the Isanti County Court Administrator or the Court may direct that \$500 be deducted from the monthly payment otherwise due the Law Firm.
6. COMPENSATION. In consideration of all services and all incidental costs, expenses and materials provided by the Law Firm pursuant to the terms of this Agreement (with the exception of such costs and expenses as are stated in Paragraph 8, Clause B) the County shall pay to the Law Firm the sum of _____ per year to be paid in 12 equal monthly installments of _____ on the last day of each month, commencing in August, 2021. This sum is subject to a reduction in increments of \$500 as described in preceding clauses of this agreement.
7. CARRY OVER CASES. All case assignments in effect on July 31, 2020, shall remain the obligation of the Law Firm until concluded or until the last day of August, 2020, whichever occurs first.
8. OTHER PROVISIONS. It is understood and agreed by the parties that:
- A. Any alteration, amendment, deletions, or waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by the County and the Law Firm.
- B. No claim for additional compensation for services furnished by the Law Firm that are in any manner related to this contract or furnished to the clients represented hereunder in this Agreement will be honored by the County, unless:
- 1) Such services have been ordered specifically by the Court; and
 - 2) Such services as ordered are clearly outside the scope of the services specified by the terms of this Agreement as determined by the Isanti County Court Administrator; and
 - 3) Compensation for such services is approved by the Isanti County Board of Commissioners.
- C. It is agreed and understood by the parties to this Agreement that the Law Firm acts hereunder as an independent contractor, and neither its members nor its employees acquire any tenure nor any rights or benefits from the County of any kind whatsoever, including, but not limited to, workers' compensation, unemployment compensation, rights under the county personnel program, medical or hospital care, sick pay, vacation pay or severance pay.
- D. It is further understood that the rendition of professional services by the Law Firm to any appointed client under this agreement shall impose upon the Law Firm and its members, the duty to provide professional services of the same level of quality

that are provided for any client. The Law Firm and its members hereby agree that all providers of service will be covered by adequate malpractice and general liability insurance in an amount sufficient to cover damages of \$200,000 to any claimant, or \$600,000 for any number of claims arising out of a single occurrence, as well as any additional statutory costs, disbursements, interest and attorney's fees which may be awarded in addition to such sums sufficient to cover any maximum liability to the County under Minnesota Statutes Chapter 466 as such may be interpreted under Lienhard vs. State of Minnesota, Supreme Court file number C8-87-1002 or other authority. It is further agreed that the Law Firm will hold harmless and indemnify the County of Isanti, the District Court, and all of their agents, officers, and employees from any and all claims arising out of claims of malpractice or other causes of liability alleged to have been caused or committed by the Law Firm or any member of the Law Firm arising in any manner related to the process of appointment by the Court of the Law Firm or its members. This assumption of liability includes but is not limited to indemnification for any amount of damages, punitive damages, costs, disbursements, interest, or attorney's fees incurred by the County of Isanti, the District Court, or their agents, officials, or employees as a result of any claim or action which is made concerning the Law Firm or its members.

- E. In the event of any disagreement between the parties or any person claiming under them in relation to this Agreement, such parties or persons may invoke such legal and equitable remedies as they deem appropriate.
 - F. The Law Firm shall consult with clients and representatives of other parties prior to scheduled hearings and be fully prepared to proceed at the time and place set by the Court.
 - G. It is understood and agreed that the entire agreement supersedes all prior written agreements and/or oral agreements related to the subject matter hereof.
 - H. This contract may be renewed at the option of the County for additional one year periods upon the same terms and conditions by mailing written notice to the Law Firm by July 1st of each calendar year.
9. TERMINATION. This Agreement may be terminated by either party without cause on sixty (60) day notice.

Bids must be submitted to the Isanti County Administrator's office in a sealed envelope marked "Public Defender Bid", no later than Thursday, July 1, 2021, at 4:30 p.m.

**Isanti County Administrator
555 18th Avenue SW
Cambridge MN 55008**

BID PROPOSAL FORM

**ISANTI COUNTY PUBLIC DEFENDER FOR
CIVIL, FAMILY, AND PROBATE CASES**

Bid Proposal for the _____ Law Firm desire to provide legal services for Civil, Family, and Probate Cases (also included are misdemeanors and juvenile cases not completed before July 31, 2021, or not otherwise covered by other contracts) including, but not limited to, criminal matters such as State v. Morris and any other criminal matter in which the Office of Minnesota State Public Defender declines representation and the court appoints counsel.

Total amount bid for Contract for CIVIL, FAMILY, AND PROBATE CASES: _____

The Isanti County Board of Commissioners reserves the right to accept or reject any and all bids, if the best interests of the County will be served thereby.