



Le Sueur County, MN

Tuesday, August 18, 2015

Board Meeting

Item 6

10:40 am Miranda Rosa (5 min)

RE: Contract for Services

Staff Contact:

CONTRACT FOR SERVICES (non technology related)

THIS CONTRACT, and amendments and supplements thereto, is between County of Le Sueur, acting through the Le Sueur County Drug Court, address 88 South Park Avenue, Le Center, MN 56057 (hereinafter "COUNTY") and Wornson, Goggins, Neisen, Morris & Brever, PC, an independent contractor, not an employee of the County of Le Sueur, address 119 East Main Street, New Prague, MN 56071 (hereinafter "CONTRACTOR"),

WHEREAS, the COUNTY has received a grant for the purpose of maintaining an Adult Drug Court; and

WHEREAS, the COUNTY desires to provide a defense perspective in Adult Drug Court reviews and consultations but lacks appropriate staff; and

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

- I. **DUTIES.** CONTRACTOR, who is not a COUNTY employee, will provide the services of an attorney who shall participate in the Adult Drug Court process as established by the local court, advocate for participant's access to and continued participation in that Court, assist in screening applicants for participation. The CONTRACTOR shall exercise independent legal judgment within the parameters of the assignment as established by the court. The CONTRACTOR shall meet with the Adult Drug Court team periodically on a schedule established by the court to advocate on behalf of the participant. Representation shall be limited to the issues which arise in the court of Adult Drug Court consultations and shall not include representation on issues related to a specific charge of violation of law. The parties contemplate that Patrick Goggins will be the attorney primarily assigned to participate in the Adult Drug Court, although other firm attorneys may be substituted to accommodate scheduling or other conflicts.

The COUNTY shall provide training on the protocols and procedures of the Adult Drug Court to facilitate the full and effective participation of the CONTRACTOR in the Court process.

II. CONSIDERATION AND TERMS OF PAYMENT.

A. **Consideration** for all services performed and goods or materials supplied by CONTRACTOR pursuant to this contract shall be paid by the COUNTY as follows:

1. Compensation: at a rate of \$75.00 per hour up to a maximum of 260 hours for the contract period.
2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR performance on this contract is including in the hourly rate.
3. The total obligation of the COUNTY for all compensation and reimbursements to CONTRACTOR shall not exceed Nineteen Thousand Five Hundred Dollars (\$19,500.00).

B. **Terms of Payment.** Payments shall be made by the COUNTY promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the COUNTY's authorized agent. An invoice shall be submitted on for billable costs incurred by the CONTRACTOR during the immediately preceding month.

III. TIME REQUIREMENTS. CONTRACTOR shall comply with all of the time requirements described in this contract.

IV. CONDITIONS OF PAYMENT. All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the COUNTY, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in section 1 of this contract and all applicable federal, COUNTY, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the COUNTY to be unsatisfactory, or performed in violation of federal, COUNTY or local law, ordinance, rule or regulation.

V. TERMS OF CONTRACT. This Contract shall be effective on January 1, 2015 and shall remain in effect until December 31, 2015 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VI. ASSIGNMENT. CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COUNTY.

VII. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

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

1. CONTRACTOR

2. COUNTY

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute.)	Person signing certifies that the applicable procurement policies have been followed.
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By	By
Title	Title
Date	Date

By	By
Title	Title
Date	Date

3. Funds have been encumbered as required by COUNTY Court Finance Policy by:

(reserved)	By
	Title
	Date
	Contract No.

4. Approved as to form and execution for COUNTY by:

(reserved)	By
	Title
	Date