

AMENDED ITEM—NOVEMBER 18, 2019

REGULAR AGENDA:

**4b. Agreement with Center for Mediation and Consultation PLLC/Patricia R. Monson**

SUGGESTED MOTION:

Move to approve the regular agenda with the addition of an agreement for an independent review of Social Services, subject to state's attorney review and approval.

November 13, 2019

Robert W. Wilson  
County Administrator  
Cass County Government  
Fargo, ND

RE: **Letter of Retention**

Dear

This agreement acknowledges the employment of the Center for Mediation and Consultation PLLC and Patricia R. Monson (hereinafter "Attorney") by the Board of Cass County Social Services (hereinafter "Client") and the fee arrangement by which Attorney will represent Client in consulting on, investigating and assisting in the resolution of concerns existing in the Child Protective Services Unit of Cass County Social Services.

Client understands that Attorney cannot guarantee what the results of this representation and acknowledges that no assurances have been made by Attorney about the outcome of this matter.

**LEGAL FEES:** Legal fees for representation of Client in this proceeding are based upon the following hourly charges:

Patricia R. Monson \$275.00

Client will be charged at the above rate for all time spent on this matter. Hourly charges may be increased from time to time. Attorney will provide Client with reasonable notice of any such increases. An upward adjustment may also be made to the normal hourly charge for special demands made upon Attorney including difficulty, whether the work is of an emergency character, results achieved and inability to represent others.

**COSTS AND EXPENSES:** In addition to legal fees, Client is responsible for payment of costs incurred and disbursements made on Client' behalf including, but not limited to photocopying costs, long distance telephone charges, postage, and fees and expenses for any

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experts hired on the Client' behalf. Client agrees to pay all expert fees and expenses in advance. Client specifically understands an attorney will not advance any expert fees and expenses.

**PAYMENT OF FEES:** Client will be responsible for the prompt payment of all fees and costs incurred. Absent other arrangements made in writing, payment is due immediately upon receipt of the billing statement. In the event an Attorney must take legal action to collect Client' account, Client expressly agrees to pay all collection costs, including reasonable attorney's fees.

**SERVICES TO BE PERFORMED:** Attorney will charge Client for services which will include but are not limited to the following:

- (1) Contact by telephone with client, board members and other relevant individuals;
- (2) Interviews of significant witnesses;
- (3) Follow up interviews as determined necessary;
- (4) Prepare, conduct and analyze employee satisfaction survey;
- (5) Case correspondence;
- (6) Preparation of reports as requested by Client;
- (7) Legal research;
- (8) Conferences with Client.

Services are billed to Client on a monthly basis. Payment is due upon receipt. Attorney makes no estimate as to the extent of the legal service or the total amount of fees and expenses which Client's case will require.

**WITHDRAWAL OF ATTORNEY:** Client understands and expressly agrees that Attorney may withdraw from representation of Client at any time if Client fails to honor the fee arrangement set forth herein including, but not limited to, payment of fees and expenses on a timely basis; failure to cooperate in the preparation of the case; failure to make a full and complete disclosure of the facts and circumstances relating to the case, or otherwise takes any action which impedes the ability of Attorney to provide adequate and ethical representation.

**THIS REPRESENTATION AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ATTORNEY AND CLIENT. ATTORNEY ADVISES THE CLIENT TO READ THE AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THIS AGREEMENT.**

I hereby acknowledge that I have read this Retention Agreement and have discussed any questions or concerns I have regarding this agreement and have received a copy of the same. I agree to retain Attorney in accordance with the terms and conditions of this agreement.

November 13, 2019  
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Dated: \_\_\_\_\_

In consideration of the foregoing, I hereby agree to provide representation in the above matter.

Dated: \_\_\_\_\_

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Patricia R. Monson, #03564