

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

Received as of October 13, 2022:

- Mental health contracts for 2023—public defender contracts with Nicole Bredahl and Andrew Marquart to provide indigent legal services for respondents involved in involuntary civil commitment cases



MEMORANDUM

State's Attorney

Birch P. Burdick

Assistant State's Attorneys:

Kara Schmitz Olson
Kimberlee J. Hegvik
Ryan J. Younggren
Renata J. Selzer
Katherine M. Naumann
Joshua J. Traiser
SheraLynn Ternes
Derek K. Steiner
Robert C. Vallie
Paul R. Emerson
Nicholas Samuelson
Tracy Gompf
Katie M. Nechiporenko
Jason Van Horn
Brianna K. Kraft

Victim/Witness Coordinators:

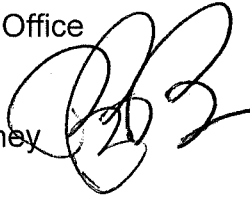
Debbie Tibiatowski
Amy Getz
Elicia DeBlaere

Restitution:

Casidy Heilman

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E-Service: sa-defense-
notices@casscountynnd.gov

TO: Taylor Kaushagen
Cass County Commission Office
FROM: Birch P. Burdick
Cass County State's Attorney 
DATE: October 10, 2022
RE: Renewal - Mental Health Contracts for 2023
Consent Agenda Item

Enclosed are renewal contracts for providing legal services to indigent participants involved in the involuntary civil commitment process for 2023. Please add to an upcoming Commission consent agenda.

The contracts are with the same providers we used throughout 2022. I believe they are doing a good job for their clients. The two contracts are:

- **Fargo:** Contract with Nicole Bredahl. This relates primarily to participants who are already located in Fargo when court hearings are required (e.g., being treated at Sanford or Prairie St. Johns). The contract sum is \$39,295.88 for 2023. This represents a 4% increase, which is the same as the Commission-approved COLA increased for its employees.
- **Jamestown:** Contract with Andrew Marquart. This relates to people who are already located at the State Hospital when court hearings are required. The rate is \$90/hour, the same as 2022. This is the same rate Mr. Marquart charges other jurisdictions for a similar service.

Ms. Bredahl and Mr. Marquart have already signed the contracts.

Cc: ASA Derek Steiner

SUGGESTED MOTION: Approve contracts for 2023 for Nicole Bredahl and Andrew Marquart to provide indigent legal services for respondents involved in involuntary civil commitment cases.

**2023 CONTRACT FOR INDIGENT PERSONS
IN MENTAL HEALTH PROCEEDINGS
IN CASS COUNTY**

This contract is made between the undersigned ATTORNEY(S), hereinafter referred to as ATTORNEY(S), and Cass County Government through its authorized representative, hereinafter referred to as COUNTY.

1. SERVICES COVERED

The ATTORNEY(S) shall provide legal services for eligible indigent persons at all stages of the proceedings pursuant to Rule 6 of the North Dakota Rules of Professional Conduct. The ATTORNEY(S) shall represent all persons at all stages of mental health proceedings located in Cass County. Additionally, the ATTORNEY(S) shall represent all persons in any appeals which result from these mental health proceedings. Finally, the ATTORNEY(S) shall represent all persons in the preparation and conducting of mental health proceedings which involve the North Dakota State Hospital as the Petitioner, which are to be contested hearings taking place in Cass County and any appeals from those proceedings.

2. REPRESENTATION

The ATTORNEY(S) shall represent indigent clients when, by order of the Court, they are required to have representation and are eligible to be provided appointed counsel in the following categories of cases:

2.1 Mental Health proceedings pursuant to NDCC Chapter 25-03.1 which are venued in Cass County and regardless of whether the respondent is either a resident or a non-resident of Cass County. Any fee collected for representation of a non-resident

shall accrue to COUNTY and not to the ATTORNEY(S).

2.2 Appeals to the North Dakota Supreme Court related to such mental health proceedings.

3. CONFLICT OF INTEREST

If at any time after an appointment has been made and the ATTORNEY(S) discovers a conflict of interest pursuant to the North Dakota Rules of Professional Conduct, the ATTORNEY(S) shall follow the general provisions under Rule 11.2 North Dakota Rules of Court when withdrawing from a case. It is further understood that reassignment of counsel will then be made.

4. CONTRACT PERIOD

The duration of this contract shall be from January 1, 2023, through December 31, 2023. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) on or before December 31, 2023, shall be completed without further compensation as part of this contract.

Additionally, the COUNTY shall have the right to annually renew this contract for the succeeding calendar year at least thirty (30) days prior to its expiration. If not expressly renewed, the contract will expire on December 31, 2023.

5. PAYMENT FOR SERVICES

The ATTORNEY(S) SHALL BE PAID THE TOTAL SUM OF \$39,295.88 per annum for the contract period, payable in equal monthly installments at the end of the month in which the services are rendered, except as may be modified by a termination

as provided below. The County Finance Office shall establish payment procedures. Similar payments will be made if this contract is renewed for additional annual terms as provided above, unless specifically changed in writing and signed by all parties.

6. COSTS AND EXPENSES

The ATTORNEY(S) shall pay for all costs, fees and expenses incurred in providing contract services, except for the following expenses which shall be paid by the County:

6.1 Witness fees.

6.2 Sheriff's fees.

6.3 Transcripts.

6.4 Per diem and mileage travel reimbursement: Upon approval of the County Auditor, expenditures for per diem and mileage travel expenses outside of Cass County will be paid at the state rate.

6.5 Psychological, psychiatric or chemical dependency evaluations.

6.6 Extraordinary expenses: Prior approval of the County Finance Office is required for all expenses exceeding \$100.00 in total in any one case.

The ATTORNEY(S) will provide office space and supplies, clerical services and support personnel. In addition, the ATTORNEY(S) will provide all necessary books, equipment, furniture, malpractice insurance, photocopying expenses, and other necessities of the profession.

7. INDEPENDENT CONTRACTOR

The ATTORNEY(S) is an independent contractor and shall not for any reason

whatever be considered an agent or an employee of COUNTY.

8. SUPERVISING AUTHORITY

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

9. INDEMNITY

The ATTORNEY(S) agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the ATTORNEY(S) pursuant to this contract.

10. INSURANCE

The ATTORNEY(S) shall carry professional liability insurance in the minimum amount of \$50,000.00 for any liability arising out of services provided pursuant to this contract.

11. TERMINATION

The ATTORNEY(S) or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision, compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) prior to the termination date shall be completed without further compensation as part of the contract unless otherwise agreed to in writing by the county.

Dated at Fargo, North Dakota, this ____ day of _____, 2022.

Chair, Cass County Commission

Cass County, North Dakota

Dated at Fargo, North Dakota, this 10 day of October, 2022.

A handwritten signature in black ink that reads "Nicole Bredahl". The signature is written in a cursive style and is positioned above a horizontal line.

Nicole Bredahl, Attorney

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IN MENTAL HEALTH PROCEEDINGS
IN CASS COUNTY**

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1. SERVICES COVERED

The ATTORNEY(S) shall provide legal services for eligible indigent persons at all stages of the proceedings pursuant to Rule 6 of the North Dakota Rules of Professional Conduct where Respondents are located at the North Dakota State Hospital at Jamestown, North Dakota, who are subject to Mental Health commitment proceedings pursuant to N.D.C.C. 25-03.1 and are venued in Cass County, Fargo, North Dakota. The ATTORNEY shall represent all persons at all stages of mental health proceedings venued in Cass County which involve the North Dakota State Hospital as the Petitioner and/or when the Respondent is located at the North Dakota State Hospital. Additionally, the ATTORNEY shall represent all persons in any appeals which result from these mental health proceedings. The ATTORNEY(S) representation will be limited to Respondents who allow hearings taking place via interactive television (ITV). If a Respondent requests to have a hearing physically take place in Cass County, the ATTORNEY(S) will be substituted for local counsel, if approved.

2. REPRESENTATION

The ATTORNEY(S) shall represent indigent clients when, by order of the Court, they are required to have representation and are eligible to be provided appointed

counsel in the following categories of cases:

2.1 Mental Health proceedings pursuant to NDCC Chapter 25-03.1 which are venued in Cass County and regardless of whether the respondent is either a resident or a non-resident of Cass County. Any fee collected for representation of a non-resident shall accrue to COUNTY and not to the ATTORNEY(S).

2.2 Appeals to the North Dakota Supreme Court related to such mental health proceedings.

3. CONFLICT OF INTEREST

If at any time after an appointment has been made and the ATTORNEY(S) discovers a conflict of interest pursuant to the North Dakota Rules of Professional Conduct, the ATTORNEY(S) shall follow the general provisions under Rule 11.2 North Dakota Rules of Court when withdrawing from a case. It is further understood that reassignment of counsel will then be made.

4. CONTRACT PERIOD

The duration of this contract shall be from January 1, 2023, through December 31, 2023. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) on or before December 31, 2023, shall be completed at the same rate of compensation discussed below unless otherwise agreed to by the County.

Additionally, the COUNTY shall have the right to annually renew this contract for the succeeding calendar year at least thirty (30) days prior to its expiration. If not expressly renewed, the contract will expire on December 31, 2023.

5. PAYMENT FOR SERVICES

The ATTORNEY(S) SHALL BE PAID THE TOTAL SUM OF \$90 per hour of work performed on cases for the contract period, except as may be modified by a termination as provided below. The County Finance Office shall establish payment procedures. Similar payments will be made if this contract is renewed for additional annual terms as provided above, unless specifically changed in writing and signed by all parties.

6. COSTS AND EXPENSES

The ATTORNEY(S) shall pay for all costs, fees and expenses incurred in providing contract services, except for the following expenses which shall be paid by the County:

6.1 Witness fees.

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6.6 Extraordinary expenses: Prior approval of the County Finance Office is required for all expenses exceeding \$100.00 in total in any one case.

The ATTORNEY(S) will provide office space and supplies, clerical services and support personnel. In addition, the ATTORNEY(S) will provide all necessary books, equipment, furniture, malpractice insurance, photocopying expenses, and other necessities of the profession.

7. RECORD KEEPING AND REPORTING

The ATTORNEY(S) shall maintain individual case records showing services provided and hours served on each appointment, such records being submitted to the County Finance Office by the 10th day of the month following disposition of the case.

8. INDEPENDENT CONTRACTOR

The ATTORNEY(S) is an independent contractor and shall not for any reason whatever be considered an agent or an employee of COUNTY.

9. SUPERVISING AUTHORITY

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

10. INDEMNITY

The ATTORNEY(S) agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the ATTORNEY(S) pursuant to this contract.

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12. TERMINATION

The ATTORNEY(S) or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision, compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section 1 above for cases or proceedings for which appointments are made to the ATTORNEY(S) prior to the termination date shall be completed at the same rate of compensation discussed above unless otherwise agreed to in writing by the County.

Dated at Fargo, North Dakota, this ____ day of _____, 2022.

Chair, Cass County Commission
Cass County, North Dakota

Dated at Fargo, North Dakota, this 9 day of October, 2022.



Andrew Marquart, Attorney