1. Agenda

   Documents:

   3-6-2020 SM.PDF

2. Meeting Materials

   Documents:

   CONTRACT 20-20 UGRIN, ALEX, ZADICK.PDF

Cascade County

Special Commission Meeting

March 6, 2020 @ 8:30 a.m.

Courthouse Annex

Commission Chambers, Room 111

Please note the Agenda order is tentative and subject to change by the Board without prior notice.
Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.
Public comment during public participation is limited to a maximum seven (7) minutes.

Call to Order ***Chairman James L. Larson***

Pledge of Allegiance

1. **Motion to Approve or Disapprove:**

   ***Contract 20-20*:** **Legal Services Agreement with Urgin, Alexander, Zadick, P.C. & Cascade County Attorney's Office.**

2. **Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction.** ***(MCA 2-3-103)***

3. **Adjournment.**

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ATTORNEY RETAINER AGREEMENT

THIS AGREEMENT is made and entered into by and between the COUNTY OF CASCADE, MONTANA, a local governmental unit organized and existing under the laws of the State of Montana, 325 2nd Avenue North, Great Falls, Montana, 59401, hereinafter referred to as "County" and UGRIN ALEXANDER ZADICK, PC, 2 Railroad Square, Great Falls, Montana, 59401, hereinafter referred to as "Attorneys".

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose**: County agrees to hire Attorneys as independent contractors to provide competent legal representation to the County.

2. **Effective Date:** This Agreement is effective upon execution by both parties and will terminate on August 31, 2020, unless terminated sooner as provided under Montana law or for reasons for termination agreed upon herein. This contract may upon mutual agreement, in writing, between the parties and according to the terms of the existing contract, be renewed, extended or restricted to any other interval or term.

3. **Scope of Work**: Attorneys will provide civil legal services as prescribed by Montana law and as requested by the County, to include dual representation of the County in *Cascade County v. State of Montana, Department of Corrections*, CDV-2019-1181; dual representation of the County regarding its dispute with Public Employees' Retirement Board of the State of Montana regarding its claim against the County for unfunded pension liabilities; and on any other civil matters as requested. Attorneys shall use their best efforts to provide competent, professional, and efficient legal services. Attorneys will consult with the County concerning the goals of representation and keep the County advised about services provided and actions taken on behalf of the County and actions taken by other persons, entities, or agencies which may impact the County.

4. **Compensation**: For legal services provided as defined herein, the County agrees to pay Attorneys $7,500 per month for a total of $45,000 for the term of this Agreement. This monthly compensation shall include routine fees and costs incurred in the performance of Attorneys' services including, but not limited to, associate/paralegal time, printing, copying, mail, messenger and delivery services, computer research, local travel, telephone, facsimile or data transmission, secretarial and support staff services and overtime.

This monthly compensation shall not include additional/extraordinary special costs including, but not limited to, the cost of extensive travel, depositions, retention of lay and expert witness and consultants, transcription or court recording services and any other extraordinary or substantial costs Attorneys deems necessary in representing the County. Should it become necessary to incur additional special costs, Attorneys shall inform the County's liaison identified herein of such anticipated costs before they are incurred and address the payment of such costs through written addendum.

5. **Payment**: Payment for legal services shall be made on or before the fifth (5th) day of the following month. For example, legal services for March 2020 shall be paid on or before April 5, 2020. Unless requested by the County, Attorneys will not submit itemized monthly statements for the compensation described in this section.

6. **Client Documents**: Attorneys will maintain any necessary documents (including any electronic copies) relating to their services in their client file. At the conclusion of the term of engagement (or earlier, if appropriate), it is the County's obligation to advise Attorneys as to which, if any, of the documents in Attorneys' file it wishes made available. These documents will be delivered within a reasonable time after receipt of payment for outstanding fees/costs, subject to applicable rules of attorney conduct. Attorneys will retain any remaining documents in their file for a certain period of time, after which we will destroy them in accordance with our record retention program.

7. **Independent Contractor Status**: The parties agree that the Attorneys are an independent contractor for purposes of this Agreement and are not to be considered employees of the County for any purpose. Attorneys are not subject to the terms and provisions of the County's personnel policies handbook and may not be considered a County employee for workers' compensation or any other purpose. Attorneys are not authorized to represent the County or otherwise bind the County in any dealings between Attorneys and any third parties except as expressly agreed upon by the parties.

Attorneys agree to comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal.

8. **Indemnity and Insurance**: Attorneys agree to indemnify, defend and save County, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Attorneys or their agents or employees. Attorneys must maintain professional liability insurance in an amount no less than $1,000,000 per claim and $2,000,000 annual aggregate.

The County agrees to indemnify, defend and save Attorneys, their officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act by the County or the County's agents or employees.

9. **Compliance with Laws**: Attorneys agree to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

10. **Nondiscrimination**: Attorneys agree that all hiring by Attorneys of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of

race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, gender identity, sexual orientation, or national origin.

11. **Discharge and Withdrawal**: Use of Attorneys' services may be discontinued or changed to other counsel at any time. Notice of such a change should be in writing to the Attorneys. Such termination shall not change, however, the obligation to pay for all monthly services already rendered.

Additionally, Attorneys reserve the right to withdraw from their representation if they are not paid as contemplated by this Agreement, or if the County fails to honor the terms of the Agreement, fails to cooperate or follow Attorneys advice on a material matter, or if the County insists that Attorneys pursue objectives that Attorneys consider repugnant, imprudent, unprofessional, or unethical. In the event Attorneys terminate the Agreement, Attorneys will take such steps as are reasonably practicable to protect the County's interests in any pending litigation and the County agrees to take all steps necessary to perfect Attorneys withdrawal. The County further agrees that Attorneys will be entitled to be paid their monthly compensation for services rendered and costs or expenses incurred on the County's behalf through the date of withdrawal.

Monthly compensation for legal services provided shall not be prorated. For example, if services were terminated in the middle of a month, the full compensation due for that month as identified in paragraph 4 would be due to the Attorneys.

12. **Remedies Non-Exclusive**: Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.

13. **Liaison**: County's designated liaison with Attorneys is Carey Ann Haight, Deputy County Attorney.

14. **Applicability**: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the Eighth Judicial District of the State of Montana, in and for the County of Cascade.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the effective date stated above.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

On this _____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

(SEAL)

_____
Rina Fontana Moore, Cascade County
Clerk and Recorder

APPROVED AS TO FORM:
Josh Racki, County Attorney

_____
Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

UGRIN ALEXANDER ZADICK, P.C.

_____
Jordan Y. Crosby, Managing Partner