



Retainer Agreement

This written agreement outlines the terms of engagement between Emmett D. Robertson, providing legal services via Rubric Legal LLC, (Rubric), and the Co-Chairs of the Hennepin County Children's Mental Health Collaborative (Organization) for legal services regarding how to structure the collaborative moving forward.

I. Scope of Services:

Assistance has been immediately requested to assist the Organization in understanding different options for structure and the implications of the different options.

II. Organization agrees to the following and understands that failure to do so may hamper Rubric's ability to advise and/or advocate for Organization:

- a. During the period before the Organization is formed and able to act as a legal entity, Rubric will act as directed by the Promoter(s) or by a majority of their number.
- b. Rubric represents the interests of the Organization itself and at no point represents the individual interests of any promoter, director, officer, employee or other individual associated with Organization.
- c. Organization will assist Rubric in the representation by providing all necessary information for the representation and responding in a timely manner to requests for action by Organization.
- d. Organization will provide honest answers to all requests for information by Rubric and keep Rubric updated as to any changes regarding matters with which Rubric is assisting Organization.

III. Fees:

A flat fee of \$5,000 has been agreed to and shall be in place for representation on the following matter(s) to the end(s) noted, in the immediate lines following:
Review the current agreements between members of the collaborative; review funding contract from Hennepin County; draft a written summary of options for structuring the organization and considerations regarding the different structures; meetings with consultant and/or governance team to discuss various options; provide advice regarding steps to achieve new structure, once decided.



Attorney time for services provided under this flat fee shall be capped at a maximum of 25 hours of work.

IV. Costs:

In addition to fees, Organization is responsible for paying all costs of representation and expenses advanced by Rubric, including (but not limited to): filing fees, long distance calls, postage, and mileage. If at any point an outside professional consult is necessary, Organization will be notified and asked to consent to any additional costs required by such consult.

V. Termination:

Organization may terminate this representation at any time upon written notice to Rubric and will be entitled to a refund of all or a portion of the fee if the above legal services are not provided.

Rubric may terminate this representation by written notice if Organization makes representation by Rubric unreasonably difficult by failing to cooperate, failing to respond to communications, failing to be truthful, failing to pay legal fees or costs, or for other good cause.

This agreement has been signed on the 14th of December, 2020, by Emmett D. Robertson for Rubric Legal LLC.



Emmett D. Robertson
MN# 0392429

This agreement has been signed on the ___ of _____, 2020 by the Co-Chairs of the Hennepin County Children’s Mental Health Collaborative.

Print name and title

Signature

Print name and title

Signature