

RINKE NOONAN
AGREEMENT FOR LEGAL SERVICES

I agree to hire RINKE NOONAN (the Law Firm) to represent me with respect to: The Watershed District's general and project specific legal needs for the 2020-2022 term.

1. Payment of Fees and Reimbursement For Expenses.

a. I agree to pay the Law Firm's fees at the Firm's rates as listed in the attached proposal. I understand that a charge is made for all time which a lawyer or legal assistant spends on my work, including such things as in-person and telephone conferences, legal research, writing letters and travel time, as well as time spent preparing documents or appearing in Court; or

b. In addition to paying the Law Firm for its services, I agree to reimburse the Law Firm for all money the Law Firm has paid to other people while working for me. (For example: Court filing fees, real estate recordings fees, court reporter charges, real estate appraisal fees, investigator fees, medical reports, etc.)

c. Fees and expenses will be billed as work is done, unless some other agreement is shown below in Paragraph 5. I understand that payment on my bill is due when the Law Firm sends the statement. However, if I pay the Law Firm within 30 days there will be no finance charge. If I do not pay within 30 days, the Law Firm will add a late charge on the past due charges at the rate of 8% per annum. (See disclosures on the back of this agreement.)

2. Retainer Deposit. I agree to deposit \$ 0 with the Law Firm.

_____ I understand that the Law Firm will be deducting amounts from this deposit to pay on my bill. If the deposit is used up before the Law Firm has completed my work, I understand that the Law Firm may ask me for an additional deposit or, at the Law Firm's option, send me bills for the balance of my work; or

_____ The deposit will be held in trust to be applied to my final bill and I will pay all interim statements as they are received.

3. Estimates. The amount of fees will vary depending on how much time the Law Firm spends on my case. I understand that the Law Firm's estimate of the amount of fees is only a guess based on past experience and is not a guarantee of maximum cost.

4. Withdrawal by Law Firm. I agree that if I do not pay my bills on time, the Law Firm may stop doing work for me and withdraw from further representing me. The Law Firm may also withdraw if I do not cooperate or if I do not want to follow the Law Firm's advice. The Law Firm will not withdraw without giving me notice by letter and, where required by law, obtaining the Court's permission.

5. Other Terms: Hourly rates per the attached proposal apply through 2018, unless otherwise changed in writing.

RINKE NOONAN

CLIENT

By /s/ John C. Kolb
John C. Kolb

LOWER MINNESOTA RIVER WATERSHED DISTRICT

Dated: _____, 2020

By _____

1015 West St. Germain, Suite 300 • St. Cloud, MN 56301
Mailing Address: P.O. Box 1497 • St. Cloud, MN 56302-1497
320-251-6700

**This Initial Disclosure Statement is being provided to you in accordance with
Regulation Z - Truth in Lending (12 CFR Section 226).**

You will be billed monthly for charges for services we have performed for you and expenses we have paid or incurred on your behalf. FINANCE CHARGES will begin to accrue one month after the Closing Date if the statement is not paid in full prior to such time. The Closing Date is the last day of the month and the end of our billing cycle. FINANCE CHARGES will be calculated at a periodic rate equal to .666 percent which corresponds to an ANNUAL PERCENTAGE RATE equal to eight percent (8%). If you pay all charges which appear on your monthly statement within one month of the Closing Date, no FINANCE CHARGE will be made to your account.

**EXPLANATION OF METHOD USED TO DETERMINE THE BALANCE
ON WHICH THE FINANCE CHARGE MAY BE COMPUTED**

We figure the FINANCE CHARGE on your account by applying the periodic rate to the amount you owe at the end of each cycle (including charges for new services and deducting payments and credits made during the billing cycle). If you fail to pay your bill, we may also be able to place an attorney's lien upon real or personal property that you may own or acquire an interest in pursuant to Minnesota Statutes Section 481.13.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and file number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we have made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.