

ADAIR COUNTY COMMISSION MINUTES WEDNESDAY, DECEMBER 24, 2014

Continued from page 541

covered by this agreement.

6. For the fiscal year 2015 budget only, when the balance identified in paragraph 4 above is calculated, each county shall contribute its proportionate share of the difference in the year end balance as of December 31, 2014 to make the beginning balance for the 2nd Circuit of fiscal year 2015 to be \$125,000.

7. For the fiscal year 2015 budget and thereafter, when the net balance identified in paragraph 4 above is calculated as of December 31 of each year, that balance as of the end of December 31 shall be appropriated to the 2nd Circuit Court for its budget and then each county shall contribute its proportionate share of \$25,000. No additional funds shall be required to be appropriated to the 2nd Circuit by any of the counties in the 2nd Circuit.

8. After fiscal year 2015 through fiscal year 2020, none of the counties in the 2nd Circuit shall be required to appropriate any additional general revenue above the maintenance of effort plus interest identified in paragraph 5 plus the \$25,000 identified in paragraph 6.

9. Effective as of January 1, 2015, the 2nd Circuit Court takes over all administration of the 2nd Circuit programs noted in paragraph 4 above and such administration shall be under the 2nd Circuit Court's federal identification number and not in any way associated with Adair County or the other counties in the 2nd Circuit. The 2nd Circuit Court agrees to provide a detailed monthly financial statement to the Adair County Clerk and the Adair County Treasurer.

10. Adair County shall establish one reserve account that shall have an initial balance of \$117,000 and that reserve account shall be used solely for capital repairs or catastrophic events related to the Bruce Normile Juvenile Justice Center as a one-time deposit. This amount shall be held and expended under the control and management of the Adair County Commission out of the balance of the accounts identified in the December 31, 2013 as Accounts 907 and 909. The Adair County Commission will not unreasonably withhold its consent for capital repairs or repairs

00220672.23

required by a catastrophic event. These shall include but not be limited to major HVAC repair or replacement, major repair or replacement of surveillance or electronic equipment, major roof or structural damage or repair not covered by insurance.

11. Adair County shall transfer the remainder of the 2013 funds in accounts 907 and 909 (the amount as of December 31, 2013 is \$470,772.18) into an Adair County account for the proportionate distribution to the other counties in the 2nd Circuit after any adjustments are made as the result of this agreement. These monies are the exclusive funds, after the transfer occurs, of the respective counties and not of the 2nd Circuit.

12. Adair County recognizes that it has responsibility for the payment of the Court automation scheduled for Adair County in 2015 and it will budget and make the payments necessary to accomplish the Court automation as identified by OSCA.

13. For legal services incurred by the Relator from Nov. 13, 2014 to the conclusion of this settlement agreement, the Respondents shall not be obligated to pay more than Three Thousand Seven Hundred Fifty Dollars (\$3,750). The 2014 legal fees for the 2nd Circuit incurred prior to November 13, 2014 in the matters between the parties shall not exceed \$65,000 and when billed and credit shall be given toward that amount for bills already submitted and paid.

14. Judge Steele agrees to dismiss with prejudice the case filed in the Missouri Supreme Court captioned "In re: Circuit Court Budget of the 2nd Judicial Circuit of the State of Missouri Circuit Court of the 2nd Judicial Circuit of Missouri, Honorable Russell E. Steele, Presiding Circuit Judge, Appellant, vs. Adair County Missouri, and Lewis County Missouri, Respondents, Case No. SC94572 (2014)".

15. The case pending in the Circuit Court of Adair County Missouri, Case No. 14AR-CV00603 shall have the settlement agreement entered into between the parties entered into the record, a Judgment will be entered approving the Settlement Agreement and dismissing the

00220672.24

Relator's Amended Petition with prejudice.

16. Judge Steele agrees not to expend any extraordinary amounts from the fiscal year 2014 funds before the end of the fiscal year 2014 in order to draw down the net balance for the year ending as of December 31, 2014. Extraordinary expenses that are not to be expended by the 2nd Circuit include but are not limited to capital expenditures of any kind, pre-payment of bills for periods after December 31, 2014, vehicle purchases, or other expenses not already incurred in the normal course of business of the juvenile detention center and/or juvenile services. Judge Steele also agrees to insure that all revenues received that are to be credited to the 2014 funds are deposited and/or credited to the calculation for the period ending December 31, 2014 in order to identify what amount is to be reappropriated for fiscal year 2015 as a carry-over from fiscal year 2014 as specified in paragraph 4 above.

17. This Settlement Agreement is only intended to govern the budget/appropriation process through December 31, 2020.

18. In order to continue the funding for juvenile services and related activities of the 2nd Circuit, and to provide such services without drawing on Adair County financial resources in order to benefit the Adair County taxpayers, the parties acknowledge that there are some needs for continuing cooperation. Therefore, the parties acknowledge that certain funding for the Relator is obtained through grants from various organizations and government agencies. If a letter of support is required as part of the grant application process, the Respondents will provide such letter of support provided Relator delivers the grant documentation for review by the County Commission in advance of the letter being provided. If the conditions or terms of a grant require the County Commission to be the applicant or the administrative agent as a pass through of funds only, the Respondents agree to serve as the administrative agent provided the grant documents/contracts are delivered to the County Commission in advance for proper adoption by the County Commission as

00220672.25

signatory. Relator will use its best efforts to transfer this administrative function to the Relator for contracts currently existing and document its efforts for the Respondents. If Relator is not successful, then Respondents agree to serve as the administrative agent for pass through funds only for the duration of the current grants terms. No county revenues shall be required to support in any way any of the grants set out in this paragraph or any future grants that require Respondents to serve as the administrative agent.

19. Current facilities, office space, equipment, fixtures, furniture, and motor vehicles used by the Relator and the Juvenile Office/Juvenile Court and carried on the County inventory will remain in the possession of and used by the Relator.

20. Both parties will work together to improve the administration of justice in the Second Judicial Circuit and efficiently administer the funds provided for the administration of justice.

00220672.26

Continued on page 543

ATTEST:


County Clerk


Presiding Commissioner