

ADAIR COUNTY COMMISSION MINUTES

MONDAY, SEPTEMBER 15, 2014

Continued from page 454

LEGAL SERVICE CONTRACT

This Agreement made and entered into this 11th day of December, 2006 by and between the Juvenile Division, Second Judicial Circuit for the State of Missouri, a political subdivision of the State of Missouri, hereinafter called "the Juvenile Office" and Wallace Trosen, Attorney at Law whose principal place of business is located at One Crown Drive Kirksville, Adair County, Missouri, hereinafter called "the Attorney".

WITNESSETH, that the parties agree as follows:

1. **NATURE AND TERM OF SERVICE.** That the Juvenile Office desires of employ the Attorney, as legal service provider and the Attorney desires to accept such employment, for the purpose of providing legal services to indigent parents of children who are, or may be, subject to the jurisdiction of the Juvenile Division of the Circuit Court in Adair County, Missouri, on a month to month basis, beginning January 1, 2007. Either party hereunder may terminate this agreement upon thirty (30) days written notice of intent to terminate at anytime during the term of this agreement.

2. **DUTIES OF THE JUVENILE OFFICE.**

A. The Juvenile Office shall be responsible for the identification of indigent parents who are entitled to Court appointed counsel. Qualification for Court appointed counsel shall be based upon financial guidelines established by the Juvenile Office and approved by the Presiding Circuit Court Judge. Any parent who desires such services shall complete a written application for Court appointed counsel as soon as a child is taken into protective custody. The Juvenile Officer for the Second Judicial Circuit shall immediately review said application and if the parent(s) meet the income guidelines, Court appointed counsel shall be assigned. Non-custodial parents may be appointed counsel only upon approval of the Juvenile Court Judge assigned to the case. Any and all disputes as to the eligibility of a parent for Court appointed counsel shall be appealed directly to the Juvenile Court Judge assigned to the case at issue, who shall resolve the issue.

B. The Juvenile Office agrees to that it shall assign no more than one-half of all indigent parent cases for Adair County to any one legal service provider. Said assignments to be made on a rotating assignment basis

EXHIBIT
A

with other contract indigent counsel providers.

C. The Juvenile Office shall, to the extent practicable, attempt to schedule court appointed counsel appearances on law days in blocks of one half day each, for each legal service provider, unless other wise agreed upon by the parties hereto, and further subject to the order of the Juvenile Court Judge assigned to the case at issue which, said order shall supersede any such agreement of the parties.

3. **DUTIES OF THE ATTORNEY.**

A. The Attorney agrees that he shall be responsible for the provision of all legal services, as an independent contractor, for all indigent parents that are assigned to him for legal services by the Juvenile Divisions of the Circuit Court for Adair County. He shall be solely responsible for the control, supervision and management of all cases assigned to him hereunder, and he shall, in his sole discretion, undertake any and all action he determines to be reasonable, necessary and appropriate to perform and discharge his duties and responsibilities as attorney for those clients appointed hereunder.

B. The Attorney agrees that he will be responsible for all court appearance, which shall be required pursuant to the time standards of Section 211.032 RSMo. and Supreme Court Rules 110 seq. In the event that the Attorney is unavailable to appear at a hearing for any reason, other than ethical conflicts as set out below, it shall be the Attorney's responsibility, at his expense, to ensure the appearance of conflict counsel at any such hearing. The Attorney acknowledges that the time standards as set out in Section 211.032 RSMo. and Supreme Court Rules 110 et seq. are mandatory and are designed to avoid continuances except for extremely exigent circumstances, excluding unavailability of counsel and that the Attorney shall exercise due diligence to ensure that such time standards shall be complied with in each case.

C. In the event that the Attorney shall have a conflict of interest as set out in the Missouri Rules of Professional Conduct for attorneys, he shall immediately contact in writing the Juvenile Officer for the Second Judicial Circuit and notify him of existence said ethical conflict. The Juvenile Office shall, at the expense of the Juvenile Office select and appoint conflict counsel in all cases of ethical conflict. The first option for such conflict counsel shall be the other independently contracted legal service providers. The Attorney further agrees to accept ethical conflict assignments for the independently contracted legal service providers for Adair County, Lewis County and Knox County Missouri.

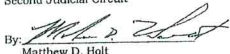
D. In the event that other independently contracted legal service provider has an ethical conflict of interest, then any Attorney may be appointed to represent the parent(s) in such case.


4. **COMPENSATION:** The Juvenile Office agrees to pay and the Attorney agrees to accept, as the sole compensation for his services hereunder

the sum One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per month, payable monthly on the last business day of each month. The Attorney shall be responsible for all mileage, telephone, postage, copying or other overhead expenses, with the specific exception that the Juvenile Office shall pay the Attorney mileage not to exceed the sum of Fifty Dollars (\$50.00) per appearance for ethical conflict assignments to Lewis County and the Attorney shall not pay the reasonable and necessary cost of depositions or expert witness expenses, which said expenses shall be ordered to be paid by the Juvenile Court Judge assigned to the case as cost in said case.

5. **MERGER.** The parties agree that this is the total agreement of the parties and that any other oral or written agreements of the parties are merged herein.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year above written.

Juvenile Office
 Second Judicial Circuit
 By: 
 Matthew D. Holt
 Juvenile Services Administrator


 Wallace Trosen, Attorney at Law

LEGAL SERVICE CONTRACT

This Agreement made and entered into this 27th day of March, 2009 by and between the Juvenile Division, Second Judicial Circuit for the State of Missouri, a political subdivision of the State of Missouri, hereinafter called "the Juvenile Office" and Meredith Morrow Illa ~~Law Firm~~ LLC, whose principal place of business being at 406 South Dickerson Street, Palmyra, Marion County, Missouri, hereinafter called "the Attorneys".

WITNESSETH, that the parties agree as follows:

1. **NATURE AND TERM OF SERVICE.** That the Juvenile Office desires to employ the Attorneys, as legal service providers and the Attorneys desire to accept such employment, for the purpose of providing legal services to indigent parents of children who are, or may be, subject to the jurisdiction of the Juvenile Division of the Circuit Court in Lewis County and Knox County, Missouri, on a month to month basis, beginning April 1, 2009. Either party hereunder may terminate this agreement upon thirty (30) days written notice of intent to terminate at anytime during the term of this agreement.

2. **DUTIES OF THE JUVENILE OFFICE.**

A. The Juvenile Office shall be responsible for the identification of indigent parents who are entitled to Court appointed counsel. Qualification for Court appointed counsel shall be based upon financial guidelines established by the Juvenile Office and approved by the Presiding Circuit Court Judge. Any parent who desires such services shall complete a written application for Court appointed counsel as soon as a child is taken into protective custody. The Juvenile Officer for the Second Judicial Circuit shall immediately review said application and if the parent(s) meet the income guidelines, Court appointed counsel shall be assigned. Non-custodial parents may be appointed counsel only upon approval of the Juvenile Court Judge assigned to the case. Any and all disputes as to the eligibility of a parent for Court appointed counsel shall be appealed directly to the Juvenile Court Judge assigned to the case at issue, who shall resolve the issue.

B. The Juvenile Office agrees that it shall assign all indigent parent cases for Lewis County and Knox County, Missouri to Attorneys.

EXHIBIT
B

Continued on page 456

ATTEST: 
 County Clerk


 Presiding Commissioner