

ADAIR COUNTY COMMISSION MINUTES

MONDAY, SEPTEMBER 15, 2014

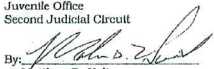
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the sum One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per month, payable monthly on the last business day of each month. The Attorney shall be responsible for all mileage, telephone, postage, copying or other overhead expenses, with the specific 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


Dale Barrett, Attorney at Law

**LEGAL SERVICE CONTRACT
GENERAL COUNSEL
JUVENILE DIVISION
SECOND JUDICIAL CIRCUIT
FOR THE STATE OF MISSOURI**

This Agreement made and entered into this 12th day of December, 2013 by and between the Juvenile Office, Second Judicial Circuit for the State of Missouri, a political subdivision of the State of the State of Missouri, hereinafter called "the Juvenile Office" and C. David Rouner, Attorney at Law whose principal place of business and office location for this agreement is located at 515 N. Baltimore Street, Kirksville, Adair County, Missouri, hereinafter called "the Attorney."

WITNESSETH, that the parties agree as follows:

- Nature and Term of Service.** That the Juvenile Office desires to employ the Attorney, as General Counsel for providing legal research and representation for the juvenile office in the Second Judicial Circuit which is a multicounty circuit and the Attorney desires to accept such employment, for the purpose of providing legal services to the Juvenile Office of the Second Judicial Circuit of Adair, Knox and Lewis Counties, Missouri, on an annual basis, beginning January 1, 2014. Either party hereunder may terminate this agreement upon thirty (30) days of written notice of intent to terminate at anytime during the term of this agreement. The parties further agree that the Attorney under the terms of this contract shall be considered for all intents and purposes as a contracted provider for the juvenile office of Adair County, Missouri and shall be subject to all conditions of contractors for said from time to time subject to the specific terms of this agreement.
- Duties of the Attorney.** The Attorney agrees that he shall be responsible for the provision of all legal services for the juvenile office for Adair, Knox and Lewis Counties. By way of illustration and not limitation for the Attorney shall be responsible for all legal services as more fully set out in Court Operating Rule 7 of the Missouri Circuit Court Personnel System which shall include litigation of cases on behalf of the juvenile office in all State court proceedings from the trial court level through the various Courts of Appeal in the State of Missouri, he shall advise the juvenile office in matters of law and policy, he shall review proposed legislation for its impact on court procedure and practice and he shall provide assistance in the interpretation of new legislation and making recommendations on implementation which may include new or revised court procedures. 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

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EXHIBIT

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any and all action he determines to be reasonable, necessary and appropriate to perform and discharge his duties and responsibilities as attorney for the juvenile office. Work performed under this agreement shall be conducted under the general supervision of the Juvenile Court Judge, or the Court Services Administrator or the Juvenile Officer.

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. 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. In the event of unavailability of counsel for any reason other than ethical conflicts as set out below herein, the attorney must first obtain permission for non-appearance from the Juvenile Court Judge, Court Services Administrator or the Juvenile Officer.

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 Court Services Administrator or the Juvenile Officer for the Second Judicial Circuit and notify them of the existence of 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.

3. **Compensation.** The Juvenile Office agrees to pay and the Attorney agrees to accept as compensation for his services hereunder an annual amount of Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) per year, payable in equal monthly installments, payable on the last business day of each month. Due to the nature of said work, the Attorney agrees to provide as many hours as are necessary to carry out all Juvenile Court duties outlined in Section 2 herein. Further, the Attorney agrees to an hourly rate of compensation of One Hundred and 00/100 Dollars (\$100.00) for all other requested services of the Court Services Administrator or the Juvenile Officer, to include but not be limited to, contract review and budget hearings. The parties further agree that the Attorney shall be entitled to maintain other employment outside the scope of this agreement and that this is not an exclusive agreement for the services of the Attorney.

The Attorney, at no additional compensation, shall be responsible for all office space, mileage, telephone, postage, copying, administrative assistance salary, equipment or other overhead expenses, incurred by him for the provision of legal services for the Juvenile Office but not for reasonable and necessary cost of litigation expenses such as depositions or expert witness expenses, which said

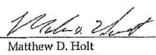
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expenses shall be ordered to be paid by the Juvenile Court Judge assigned to the case as cost in said case. The parties may upon agreement share any and all extra-ordinary expense for the provision of said services by the Attorney, by way of illustration and not limited to over-night lodging, travel expense and meals for out of circuit travel for training, meetings or Court appearances required by the Juvenile Court Judge, Court Services Administrator, Juvenile Officer or Office of State Courts Administrator, and for any and all special equipment requirements such as computers or printers required to access Office of State Courts Administrator computer and support services.


4. **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 date and year above written.

Juvenile Office
Second Judicial Circuit

By: 
Matthew D. Holt
Court Services Administrator

C. David Rouner
Attorney at Law

By: 
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Attorney at Law

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ATTEST: 
County Clerk


Presiding Commissioner