

**ADAIR COUNTY COMMISSION MINUTES
TUESDAY, DECEMBER 15, 2020
19TH DAY OCTOBER ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on December 15, 2020 in the Courthouse at Kirksville. All Commissioners were present.

At 9:00 a.m., the Commission reviewed the renewal for legal services with Schraeder Law Firm. Commissioner Thompson made a motion to renew the contract. Commissioner King seconded the motion with Presiding Commissioner Shahan all in favor.

At 9:30 a.m., the Commission attended the ceremony to swear in the newly elected Adair County officials from the November 3, 2020 General Election. The ceremony was conducted by Adair County Clerk, Sandra Collop, and held in the rotunda on the second floor of the Courthouse.

Sworn into office were Kent Bryant, Assessor; William J. King, First District Commissioner; Mark Thompson, Second District Commissioner; and Brian C Noe, Coroner. Each will serve a four-year term ending on December 31, 2024.

Other newly Elected Officials being sworn in later are Rhonda Noe, Public Administrator and Eldon Grissom, Adair County Sheriff.

At 1:00 p.m. the Commission met with Ellie Blankenship of CTS Group. She presented a Detailed Design Kickoff Agenda/Development Timeline for Adair County. The document was reviewed. Number 8 was added to include bat removal and sidewalk restoration. CTS Group was awarded the bid on November 30th to compile a Guaranteed Energy Savings Contract to repair/renovate the Adair County Courthouse.

At 2:45 pm The commission reviewed and approved the following Cares Act Grant applications.

Application #47 Action Cycles for \$589.94. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #63 NEMO Photography for \$4,981.41. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #108 Financial Planners of Missouri, LLC for \$737.50. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #113 Rotary Club of Kirksville for \$1,034.80. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

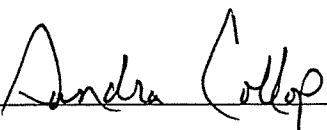
Application #110 Thomas Custodial for \$2,223.57. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #118 Adair County Health Department for \$8,818.27. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

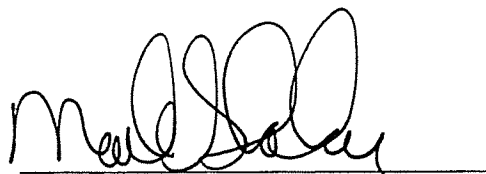
Application #114 Adair County Health Department for \$15,424.39. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Continued on page 165.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

**ADAIR COUNTY COMMISSION MINUTES
TUESDAY, DECEMBER 15, 2020**

Continued from page 164.

Application #119 Adair County Health Department for \$1,625.35. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #112 Adair County Ambulance District for \$55,569.75. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #115 Sparks Cleaners for \$13,793.81. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #116 Life Church School of Kirksville for \$2,083.76. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Award letters will be prepared, and checks sent on December 29, 2020.

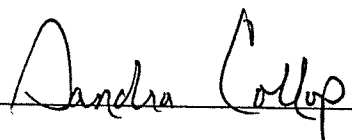
The Adair County Commission adjourned at 4:00 p.m. on December 15, 2020.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Tuesday, December 15, 2020:

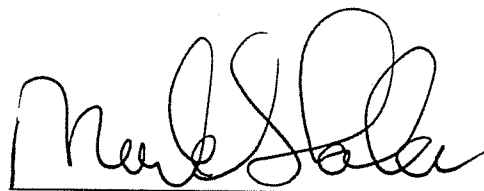
None

Continued on page 166.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

TUESDAY, DECEMBER 15, 2020

Continued from page 165.

IN REF. ORDER NO 16 County Government Legal Services Agreement for 2021
with Schraeder Law Firm

Mailed 12-16-20

COUNTY GOVERNMENT LEGAL SERVICES AGREEMENT

This AGREEMENT made this Ninth day of December, 2020, by and between IVAN L. SCHRAEDER and Schraeder Law Firm, with its principal place of business in St. Louis, Missouri (hereafter "Attorney"), and BOHIA County, a political subdivision organized and existing under the laws of the State of Missouri, with its principal office located at the following address: 106 W. WASHINGTON, KIRKSVILLE, MISSOURI 63501 (hereafter "County").

WHEREAS, Attorney is engaged in the delivery of legal services in the state of Missouri to various local governmental entities including counties; and

WHEREAS, Attorney desires to enter into a contract with County for the delivery of legal services to the County Commission and its specifically identified officials upon such terms and conditions as parties shall deem just and equitable; and

WHEREAS, the County Commission has the legal authority to secure legal services and to enter into valid contracts pursuant to Section 432.070 RSMo and Section 56.250 RSAo and to access legal services for the County with special rates available on a guaranteed basis from Attorney who relates to local governmental issues; and

WHEREAS, the County Commission, meeting in regular session in a properly noticed meeting, has authorized this Agreement with Attorney to obtain the legal services set out herein.

NOW, THEREFORE, in consideration of the mutual promises, agreements, undertakings and covenants hereinafter set forth, the parties hereto agree as follows:

1. Legal Services and Fees

A. Services Included and Associated Fees

Attorney hereby agrees to provide the following services for the County under the direction and management of the County Commission or its written designated representative under the pre-determined fee arrangements identified in this Agreement:

- i. The County is entitled to a non-cumulative ten (10) hours per month for telephone advisory or opinion legal services on employment and labor relations issues under the monthly enrollment as the services are provided either by telephone and/or by written communication for a subscribing fee identified in this Agreement.
- ii. Hours in excess of the non-cumulative ten (10) hours per month for advisory or opinion work under Subsection (i) are to be charged at a fixed reduced rate of 80% of Attorney's regular hourly rate for services and which are payable by County directly to Attorney as and when billed.

- iii. The County which desire other services including representation in litigation or other non-subsection (i) services, will be charged at an hourly rate to be set annually by Attorney, which hourly rate shall be 80% of Attorney's regular hourly rate plus direct expenses at the time the work is commenced. The amounts are payable by County directly to Attorney as and when billed.
- iv. Services offered for economic development activities and other special projects shall be priced specially as related to the specific project assigned to Attorney. A separate engagement by written communication between Attorney and County will govern each of these additional projects as the services are requested and obtained.
- v. County will be responsible for direct expenses incurred not including in-house photocopying, routine computerized legal research, facsimile, postage or long distance telephone calls. Attorney will seek reimbursement for reasonable expenses incurred in connection with representation such as messenger service, parcel postage, travel expenses, outside copy services and court costs and filing fees when necessitated.
- vi. Attorney shall provide periodic legal update seminars for attendance by the County at no fee to the County except for reasonable expenses referred to in Subsection (v), above, as well as materials and site acquisition if any such costs are associated with the effort as a custom-delivered program. Custom delivered programs will be priced separately as requested by the County and a separate engagement by written communication between Attorney and County will govern each of these seminars. Host County attendees may attend without charge.

B. Services Not Included

The following legal services are not available to County from Attorney because they may create a conflict of interest:

- i. No legal representation for any action commenced by any elected official of the County except for the actions approved in writing by the County Commission.
- ii. No action commenced against a County official except for such defenses and actions as approved in writing by the County Commission.
- iii. No actions or services that raise conflicts of interest between Attorney and any of his other clients.

2. County Responsibilities

County shall be responsible for paying Attorney the fee for fulfillment to provide the hours as set forth in Subsection (1)(A)(i) of Agreement, and for paying any legal fees and related

expenses for specially assigned legal work as set forth in Subsections (1)(A)(ii)-(vi) of Agreement.

County shall designate, in written communication, person(s) with whom Attorney shall communicate and from whom Attorney shall take direction for services under this Agreement.

3. Fees To Be Paid

County shall pay fees to Attorney for County participation in Agreement under the schedule set out in Section 4 below. The fees due hereunder may be reviewed by the parties at least six (6) months prior to the end of any term of the annual term of this Agreement.

Fees payable under Agreement and Agreement shall be subject to annual appropriation by County and subject to Section 432.070 RSMo.

4. Annual Service Fees and Invoicing

For the services provided by Attorney under Agreement, County shall pay an annual fee according to the County's assessed value, as follows:

LEVEL 1 County - \$ 1,200 per year (\$ 100 per month) payable in advance quarterly installments for a County with assessed valuation under \$ 500,000,000 set on the prior year's values.

LEVEL 2 County - \$ 1,800 per year (\$ 150 per month) payable in advance quarterly installments for a County with assessed valuation over \$ 500,000,000 and below \$ 1,000,000,000 set on the prior year's values.

LEVEL 3 County - \$ 2,400 per year (\$ 200 per month) payable in advance quarterly installments for a County with assessed valuation at or above \$ 1,000,000,000 set on the prior year's values.

Fees may be paid by County in a single annual payment during the first month after approval of the annual County budget or in quarterly installments.

If County chooses quarterly installments, installments are due to Attorney upon receipt for invoices received in the months of January, March, June and September for the current year of Agreement. County will receive detailed monthly invoices for all matters assigned to Attorney by County. If County enters into Agreement after January 31, 2020, services will be provided for the effected quarter of the remaining term of Agreement.

5. Term of Agreement

This AGREEMENT shall be made for an initial term commencing on January 1, 2021 or when AGREEMENT is properly adopted by the County Commission and running through December 31, 2021. Thereafter, this AGREEMENT shall remain in full force and effect for one

(1) year periods, unless cancellation notice is provided at least three (3) months in advance of any renewal anniversary date and subject to annual appropriations being made by the County Commission.

6. Reservation of Powers

Nothing contained herein shall be construed as abridging or limiting the powers, duties, rights and obligations of County or the County Commission as permitted or required by the laws and applicable rules and regulations of the State of Missouri.

7. Miscellaneous Provisions

This Agreement shall be the sole agreement between the parties hereto, and the parties further agree that there are no promises, representations or considerations constituting any part of this Agreement not recited herein or that have induced either party to execute this Agreement and be bound hereby, except as may be added by addendum or as authorized in this Agreement.

8. Applicable Law

This Agreement shall be interpreted under and pursuant to the governing laws of the State of Missouri.

9. Waiver

The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at any later time to enforce or require the same unless waived in writing. No waiver by any party of any condition or breach shall be construed or deemed to be a waiver of any other condition or other breach of any term, covenant or warranty contained in the Agreement.

10. Assignment and Modification

This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. This Agreement may only be modified or altered in writing and signed by the parties hereto.

11. Assignability

This Agreement shall be non-assignable.

12. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered in person or, when sent by certified mail to the party for whom it is intended, at any address which either party hereto may from time-to-time

Continued on page 167.

ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan

**ADAIR COUNTY COMMISSION MINUTES
TUESDAY, DECEMBER 15, 2020**

Continued from page 166.

designate for such purpose, and when any such notice is so delivered or mailed, it shall be deemed to have been given upon the delivery or mailing thereof.

Notices to the County Commission shall be provided to the County Clerk at the address where the County Commission is located. Notices to Attorney shall be sent to Attorney's address as noted herein or as changed from time to time by written communication to County.

13. Severability

If any provision of this Agreement shall be held invalid and unenforceable for any reason, such invalidity shall not effect the remaining provisions of this Agreement.

14. Authority To Enter Into Agreement

The signatories hereby acknowledge that they are authorized to enter into this Agreement on behalf of the respective parties.

The authorized representatives affixed their signatures at KIRKSVILLE, Missouri, this 15 day of DECEMBER, 2020, to this Agreement for which an electronic version shall constitute an original Agreement.

(remainder of page intentionally left blank)

For ADAIR County:


By Mark Shahan
Presiding Commissioner

STATE OF MISSOURI)
) SS.
COUNTY OF ADAIR)

On this 15 day of DECEMBER, 2020, before me and personally came MARK SHAHAN to me known, who being by me duly sworn, did say that he/she resides in Missouri, that he/she is the Presiding Commissioner of ADAIR County; that the signature made above is as authorized by County Commission action taken at a duly constituted meeting; and that he/she signed their name and title to this Agreement as the designated representative of the County.

Sandra Collop
County Clerk

For Ivan L. Schraeder



Ivan L. Schraeder
Ivan L. Schraeder, MollAR No. 35383
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ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan