

**ADAIR COUNTY COMMISSION MINUTES
MONDAY, DECEMBER 28, 2020
24TH DAY OCTOBER ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on December 28, 2020 in the Courthouse at Kirksville. All Commissioners were present.

At 10:00 am., the Commission met Lewis County Commissioners Wayne Murphy and Travis Flee; Bruce Normile Juvenile Center Administrator Michelle Curry; and via phone the Knox County Commissioners Evan Glasgow, Roger Parton, and Ronnie Leckbee; and Knox County Clerk Marlene Spory.

Ms. Curry presented the Second Judicial Circuit's 2021 proposed budget. They have applied for CARES funding to help with the increased costs of the "home" schooling. They currently have an average residential population of 7.4 and secured 5.1.

Their goal is to get accreditation completed in 2021.

Commissioner Thompson asked about Drug Court being funded by the Juvenile Justice Center and was told it was since most of the juveniles they deal with have parents that are in the program. Commissioner Thompson said he would still sign the agreement.

The Intergovernmental Agreement between Adair County, Missouri, and Knox County, Missouri, and Lewis County, Missouri was discussed. Commissioner King made a motion to accept the Intergovernmental Agreement made among and between Adair County, Missouri, and Knox County, Missouri, and Lewis County, Missouri. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All Adair County Commissioners voted in favor of the motion. The Lewis County Commissioners than voted to accept the agreement. Knox County Commissioners had already voted to accept the agreement prior to the meeting.

Commissioner King made a motion to approve the Settlement Agreement (Judicial Circuit Budget Agreement) with the Second Judicial Circuit. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All Adair County Commissioners voted in favor of the motion. The Settlement Agreement is intended to represent an agreement between the Second Judicial Circuit Court and Adair County, Missouri through December 31, 2026.

A copy of the Intergovernmental Agreement between Adair County, Missouri, and Knox County, Missouri, and Lewis County, Missouri as well as the Settlement Agreement (Judicial Circuit Budget Agreement) with the Second Judicial Circuit will be on file in the Adair County Clerk's Office.

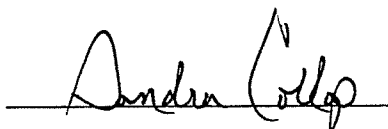
The Adair County Commission adjourned at 4:00 p.m. on Monday, December 28, 2020.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, December 28, 2020:

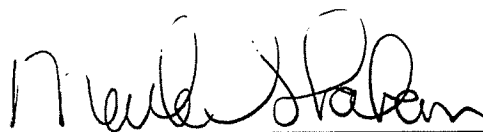
None

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ATTEST:



County Clerk

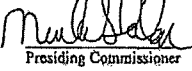


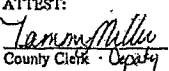
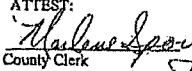
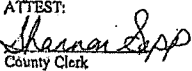


Presiding Commissioner, Mark Shahan

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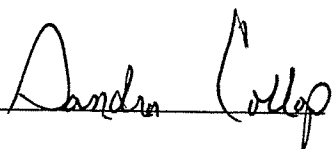
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IN REF. ORDER NO 20 Intergovernmental Agreement between Adair County, Missouri, and
Knox County, Missouri, and Lewis County, Missouri

INTERGOVERNMENTAL AGREEMENT		
<p>This Agreement is made among and between Adair County, Missouri, and Knox County, Missouri, and Lewis County, Missouri by and through the County Commissions of each County respectively.</p>		
<p>This Agreement is to memorialize the agreements between and among the Counties relating to the budgetary process for the Circuit Court's budget issues.</p>		
<p>Each County agrees to pay its proportionate share of the Circuit Court's budget items to Adair County, Missouri in a timely and accurate amount according to the proportional allocation to each county.</p>		
<p>Adair County agrees to continue to administer the fund allocations for the Circuit Court's budget items as it has from time to time into future budget years.</p>		
<p>Each year each County will together discuss and determine each county's proportional share no later than the end of October of each year.</p>		
<p>Each County will cooperate with the other Counties in dealing with the Circuit Court's budget from year to year while this Agreement is in effect.</p>		
<p>Each County Commission represents that it met in a properly called meeting, a quorum being present, and voted to adopt this Agreement by a roll call majority vote, and that the undersigned persons were authorized to execute this Agreement.</p>		
<p>This Agreement shall become effective upon the execution of the Agreement by the last adopting County.</p>		
For Adair County, Missouri	For Knox County, Missouri	Lewis County, Missouri
 Presiding Commissioner	 Presiding Commissioner	 Presiding Commissioner
ATTEST:  County Clerk - Deputy	ATTEST:  County Clerk	ATTEST:  County Clerk
Date: <u>12/28/2020</u>	Date: <u>12-28-2020</u>	Date: <u>12-28-2020</u>

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ATTEST:


County Clerk


Presiding Commissioner, Mark Shahan

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IN REF. ORDER NO 21 Settlement Agreement (Judicial Circuit Budget Agreement) with the
Second Judicial Circuit

JUDICIAL CIRCUIT BUDGET AGREEMENT

This Agreement (hereafter "Agreement") is entered into this 28th day of December 2020, by and between the Second Judicial Circuit Court (hereafter "Court" or "Circuit") and Adair County, Missouri (hereafter "County") by stating as follows:

1. This compromise is intended to represent an agreement between the parties through December 31, 2026 as it concerns the budget of Court for the respective years. This Agreement must also be approved by the County Commissions for Knox and Lewis Counties.
2. With this agreement the parties understand they are establishing the judicial budgets for the period, including the Juvenile Budget.
3. The Presiding Judge of the Circuit agrees to present four (4) separate detailed budgets to each county in the Circuit by December 1st of each year of this Agreement and shall meet with all counties in the Circuit in joint session during the month of December of each budget year. The budget shall be detailed as to revenue and expenses. These budgets shall be in four categories of the Circuit: the Second Judicial Circuit Administration; the Court Reporter; the Juvenile Justice Center and Juvenile Justice Services, and Treatment Courts. The parties agree that the Adair County Circuit Clerk's budget is not included in this Agreement and that it is under the administrative control of Associate Circuit Judge Kristie Swain per an Order agreed to by the Court en Banc.
4. The Counties agree to contribute to the Circuit's annual budget the "maintenance of effort" amount of \$134,200.00. Adair County will receive the proportionate payments due from Knox County and Lewis County and make payment directly to the Circuit by February 15 of each budget year. Such payment is all of the general revenue appropriations and allocations that will be made or required to be made by the respective Counties for the Circuit budgets for the time period

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covered by this Agreement. The Circuit shall also be entitled to retain the Circuit's actual preceding year end unexpended budget balance. During the term of this Agreement, none of the Counties shall be required to appropriate any additional general revenue above the maintenance of effort amount.

5. Effective as of January 1, 2015, the Circuit has taken over all administration of the Circuit programs noted in Paragraph 3 above under the Circuit's federal identification number and not in any way associated with Adair County or the other counties in the Circuit, and such administration shall continue during the term of this Agreement. The Circuit agrees to provide a detailed monthly financial statement to the Adair County Clerk and the Adair County Treasurer. 6. Adair County shall continue to maintain the one reserve account that shall have a current balance of \$31,761 as of December 31, 2020, and that reserve account shall be used solely for capital repairs or catastrophic events, related to the Bruce Normile Juvenile Justice Center. This amount shall be held and expended under the control and management of the Adair County Commission. Each fiscal year the Circuit shall deposit an annual amount of \$18,000.00 into the reserve account established herein. The Adair County Commission will not unreasonably withhold its consent for capital repairs or repairs 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.

7. This Agreement is only intended to govern the budget/appropriation process through December 31, 2026.

8. In order to continue the funding for juvenile services and related activities of the 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

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ATTEST: Andra Collop
County Clerk

 Mark Shahan
Presiding Commissioner, Mark Shahan

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continuing cooperation. Therefore, the parties acknowledge that certain funding for the Circuit 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 County will provide such letter of support provided that the Circuit 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 County agrees 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 signatory. The Circuit will use its best efforts to transfer this administrative function to the Circuit for contracts currently existing and document its efforts for the County. If the Circuit is not successful, then the County agrees to serve as the administrative agent for pass through funds only for the duration of the current grant 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 the County to serve as the administrative agent. For tax purposes, the federal and state tax identification shall be as required in Paragraph 5 of this Agreement.

9. Current facilities, office space, equipment, fixtures, and furniture used by the Circuit and the Juvenile Office/Juvenile Court and carried on the County Inventory will remain in the possession of and used by the Circuit.

10. The parties will work together to improve the administration of justice in the Circuit and efficiently administer the funds provided for the administration of justice.

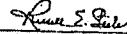
11. The parties acknowledge as a part of this Agreement that the Circuit's Treatment Courts are not a part of the County's budget responsibilities except as included as a part of the Circuit's annual budget.

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12. The Judgment dated December 16, 2014, attached as Exhibit A, continues to be in effect and is incorporated into this Agreement.

13. This Agreement is entered into between the parties as executed below. In consideration of the existing COVID 19 protocols, a facsimile signature shall be deemed as an original signature to effectuate and validate this Agreement.

IN WITNESS WHEREOF, the undersigned Presiding Judge of the Second Judicial Circuit has executed this Agreement in accordance with his authority as such Presiding Judge on this 28th day of December, 2020.


Russell B. Steitz, Presiding Circuit Judge

IN WITNESS WHEREOF, the undersigned Presiding Commissioner of Adair County has been authorized to execute this Agreement by affirmative vote of the Adair County Commission in a duly authorized meeting, a quorum being present, on December 28, 2020.


Mark Shahan, Presiding Commissioner

ATTEST:

Sandy Collop, Adair County Clerk

Date: 12-28-20

IN WITNESS WHEREOF, the undersigned Presiding Commissioner of Knox County has been authorized to execute this Agreement by affirmative vote of the Knox County Commission in a duly authorized meeting, a quorum being present, on December 28, 2020.

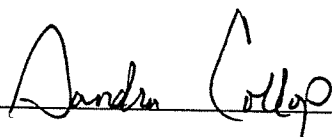

Evan Glasgow, Presiding Commissioner

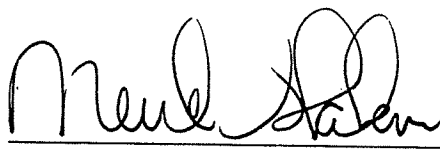
ATTEST:

Madeline Spoxy, Knox County Clerk

Date: 12-28-20

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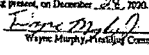
ATTEST: 
County Clerk

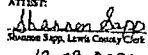

Presiding Commissioner, Mark Shahan

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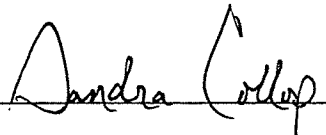
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IN WITNESS WHEREOF, the undersigned Presiding Commissioner of Lewis County has
been authorized to execute this Agreement by affirmative vote of the Lewis County Commission
in a duly noticed meeting, a quorum being present, on December 28, 2020.

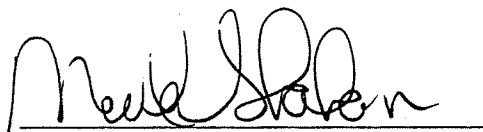

Wayne Murphy, Presiding Commissioner

ATTEST:

Shannon Supp, Lewis County Clerk
Date: 12-28-2020

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan