

ADAIR COUNTY COMMISSION MINUTES MONDAY, FEBRUARY 2, 2015

Continued from page 574

IN REF. ORDER NO 4 Fully Executed Intergovernmental Agreement adopted by Adair, Knox, and Lewis Counties

IN REF. ORDER NO 5 Order to Transfer \$4,527.08 from 909-5-003-100.000 to 907-4-000-007.100 and \$43,341.65 from 907-5-004-200.000 to 101-4-000-700.703

Exhibit 1

**INTERGOVERNMENTAL AGREEMENT
2ND JUDICIAL CIRCUIT COURT BUDGETS**

This Intergovernmental Agreement is entered by and among Knox County through its County Commission, Lewis County through its County Commission, and Adair County through its County Commission, in order to implement the settlement agreement and Judgment entered between Adair County and 2ND Circuit Judge Steele, and to set out the terms of such agreement as the agreement relates to each of the county parties hereto.

This Intergovernmental Agreement is authorized for adoption by each of the above-noted counties pursuant to Sec. 70.220 RSMo and Sec. 432.070 RSMo.

This Intergovernmental Agreement sets out the respective obligations of each of the above-noted counties for their respective payments in carrying out this agreement and the related documents for the county fiscal periods commencing with fiscal 2015 and ending at the conclusion of fiscal 2020 (December 31, 2020).

1. With respect to the annual maintenance of effort payments due from each county, the following payment shall be made to the Adair County Clerk on or before May 1 of each fiscal year, which amount shall be applied to the outstanding principal balance due for the Bruce Normie Juvenile Justice Center:

Combined maintenance of effort amount:	\$134,200
Knox County amount (10.34%)	\$ 13,876.28
Lewis County amount (25.56%)	\$ 34,301.52
Adair County amount (64.10%)	\$ 86,022.20

2. Annual Interest Payment on Outstanding Loan on the Bruce Normie Juvenile Justice Center (approximately \$151,000 less the \$134,200 noted next above):

Knox County amount (10.34%)	\$ 1,737.12
Lewis County amount (25.56%)	\$ 4,294.08
Adair County amount (64.10%)	\$ 10,768.80

3. With respect to the annual \$25,000 general revenue payment to Adair County in behalf of the 2nd Judicial Circuit through fiscal year 2020:

Knox County amount (10.34%)	\$ 2,585.00
Lewis County amount (25.56%)	\$ 6,390.00
Adair County amount (64.10%)	\$ 16,025.00

4. With respect to the special minimum amount of balance carried over from fiscal year 2014 into fiscal year 2015 only to reach an amount of \$125,000 for the 2nd Judicial

(02020508.1)

Circuit (if any amount is due) to be calculated by Adair County after the financial 2014 records are closed and accepted by Adair County and Judge Steele and billed to the respective counties:

Knox County amount	(10.34%)	
Lewis County amount	(25.56%)	
Adair County amount	(64.10%)	

5. With respect to the return of the respective shares of the fiscal year 2013 end balance amount in the gross amount of \$470,772.18 as held by Adair County to be distributed by Adair County as follows:

A. A deduction of \$117,000 from the gross amount noted immediately above to be placed in a capital reserve account in Adair County for the use of making capital repairs to the Bruce Normie Juvenile Justice Center as submitted by Judge Steele and approved by the Adair County Commission.

B. A deduction of \$68,750 from the gross amount noted immediately above to be in payment of the 2nd Judicial Circuit attorney fees payable or paid to Attorney Lou Leonati for the litigation covered in the settlement agreement and Judgment.

C. The balance of the gross amount of \$470,772.18 after the deductions noted in subparagraphs A and B is to be distributed by Adair County to the respective counties in this agreement by noted percentage as follows:

Knox County amount (10.34%)	\$ 29,471.29
Lewis County amount (25.56%)	\$ 72,851.67
Adair County amount (64.10%)	\$162,699.22

6. This Intergovernmental Agreement, when adopted and executed by each of the respective counties, shall be binding on each and every respective county through December 31, 2020.

7. This Intergovernmental Agreement is interpreted and administered and enforceable pursuant to Missouri Law.


8. If any part of this Intergovernmental Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, that part shall be severed from the Intergovernmental Agreement and the remaining parts shall continue to be in full force and effect through December 31, 2020.

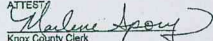
(02020509.1)


9. Each of the respective counties have reviewed this Intergovernmental Agreement and have had the opportunity to have their prosecuting attorney review the document or another independent attorney review it; and each county accepts its terms upon adoption of the Intergovernmental Agreement and the execution of this Intergovernmental Agreement by the respective Presiding County Commissioners acting in a duly called and conducted public meeting, a quorum being present.

This Intergovernmental Agreement is authorized by the respective County Commissions in a duly called public meeting, a quorum being present on this 14 day of January, 2015 by a majority vote of the County Commission designating the Presiding Commissioner to execute same for their County.

Executed for Knox County, Missouri, by:


Presiding Commissioner - Knox County

ATTEST:

Knox County Clerk



This Intergovernmental Agreement is authorized by the Lewis County Commission in a duly called public meeting, a quorum being present on this day of January, 2015 by a majority vote of the County Commission designating the Presiding Commissioner, to execute same for the County.

Executed for Lewis County, Missouri, by:

Presiding Commissioner - Lewis County

ATTEST:
Lewis County Clerk

(02020512)

9. Each of the respective counties have reviewed this Intergovernmental Agreement and have had the opportunity to have their prosecuting attorney review the document or another independent attorney review it; and each county accepts its terms upon adoption of the Intergovernmental Agreement and the execution of this Intergovernmental Agreement by the respective Presiding County Commissioners acting in a duly called and conducted public meeting, a quorum being present.

This Intergovernmental Agreement is authorized by the respective County Commissions in a duly called public meeting, a quorum being present on this day of December, 2014 by a majority vote of the County Commission designating the Presiding Commissioner to execute same for their County.

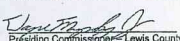
Executed for Knox County, Missouri, by:


Presiding Commissioner - Knox County

ATTEST:
Knox County Clerk

This Intergovernmental Agreement is authorized by the Lewis County Commission in a duly called public meeting, a quorum being present on this 8th day of January, 2015 by a majority vote of the County Commission designating the Presiding Commissioner to execute same for the County.

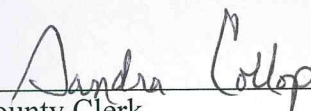
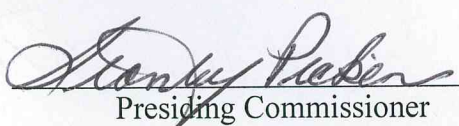
Executed for Lewis County, Missouri, by:


Presiding Commissioner - Lewis County

ATTEST:

Lewis County Clerk

(02020513)

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ATTEST:  County Clerk  Presiding Commissioner