

ADAIR COUNTY COMMISSION MINUTES

TUESDAY, JANUARY 6, 2015

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COUNTY GOVERNMENT LEGAL SERVICES AGREEMENT

This AGREEMENT made this 6th day of January, 2015, by and between IVAN L. SCHRAEDER, Attorney at Law, with his principal place of business in St. Louis, Missouri (hereinafter "Attorney"), and Adair County, a political subdivision organized and existing under the laws of the State of Missouri, with its principal office located as follows: 106 W. Washington, Trufantville, Missouri 63551 (hereinafter "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 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 telephonic advisory or opinion legal services 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.

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- 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.

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2. **County Responsibilities**

County shall be responsible for paying Attorney the fee for enrollment 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.

If County chooses advance 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.

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5. **Term of Agreement**

This AGREEMENT shall be made for an initial term commencing on January 1, 2015 or when AGREEMENT is properly adopted by the County Commission and running through December 31, 2015. 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.

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ATTEST: Andrea Collop
County Clerk

Stanley Rubens
Presiding Commissioner