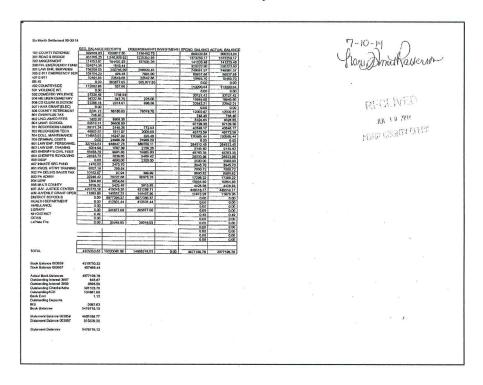
ADAIR COUNTY COMMISSION MINUTES MONDAY, JULY 14, 2014

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IN REF. ORDER NO 11 Adair County Treasurer's Six Month Settlement dated 6-30-14



IN REF. ORDER NO 12 Contract for Legal Counsel with Ivan Schraeder of the Lowenbaum Partnership, L.L.C.

COUNTY GOVERNMENT LEGAL SERVICES AGREEMENT

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 deliver of legal services to the County Commission and its specifically identified officials upor such terms and conditions as parties shall deem just and equilable; 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 Attomy 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 lega services set out herein.

NOW, THEREFORE, in consideration of the mutual promises, agreements undertakings and covenants bereinafter set forth, the narties berein agree as follows:

- . Legal Services and Fees
 - A. Services Included and Associated Feet

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 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.
- if. 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

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County directly to Attorney as and when billed

- iii. The County which desire other services including representation in litigation or other non-subsection of services, will be charged at an hourly rate to be so 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 distance telephone calls. Attorney will seek reimbursement for reasonable expenses incurred in connection with representation such as messenge 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 th County at no fee to the County except for reasonable expenses referred to is Subsection (V), above, as well as materials and site acquisition if any succosts are associated with the effort as a custom-delivered program. Custom delivered programs will be priced separately as requested by the County an a separate engagement by written communication between Attorney an County will govern each of these seminars. Host County attendees ma attend without charge.
- B. Services Not Included

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

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

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ATTEST:

County Clerk

Presiding Commissioner

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