

# ADAIR COUNTY COMMISSION MINUTES

## MONDAY, JULY 14, 2014

Continued from page 396

**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.

3

If County enters into Agreement after January 31, 2014, services will be prorated 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, 2014 or when AGREEMENT is properly adopted by the County Commission and running through December 31, 2014. Thereafter, this AGREEMENT shall remain in full force and effect for one (1) year periods, unless cancellation notice is provided at least six (6) 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.

4

**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 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 below 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 Keokuk, Missouri, this 14th day of July, 2014, to three (3) counterparts of this Agreement each of which shall constitute an original Agreement.

(remainder of page intended to be blank)

5

for Adair County:

BY Stanley Pickens  
Presiding Commissioner

STATE OF MISSOURI )  
COUNTY OF Adair ) SS.

On this 14th day of July, 2014, before me and personally came Stanley Pickens, 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 her name and title to this Agreement as the designated representative of the County.

Andrea Collop  
County Clerk

for Attorney Ivan L. Schraeder  
Ivan L. Schraeder  
Ivan L. Schraeder, MoBAR No. 35383  
Of Counsel  
The Lowenbaum Partnership, LLC  
222 S. Central Avenue, Suite 901  
St. Louis, MO 63105

6

ATTEST: Andrea Collop  
County Clerk

Stanley Pickens  
Presiding Commissioner