

MINUTES FOR MAY 11, 2015
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Commissioner Hilderbrand called the regular session of the Cherokee County Board of Commissioners (The Board), to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, May 11, 2015 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Richard Hilderbrand, Charles Napier, Pat Collins, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Machel Smith, Jordan Zabel

A motion was made by Commissioner Collins to approve the Minutes of the BOCC Meeting for May 4, 2015 as amended. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Napier to approve the Mid-Month Accounts Payables for May, 2015. The motion was seconded by Commission Collins. The motion carried 3-0.

Leonard Vanatta - County Road Supervisor
Gene Langerot - County Lot Supervisor

Leonard presented a proposal for the engineering and drawings for the 5th St. project in Baxter Springs, KS.

They appeared before the Board for the public opening of sealed proposals for the furnishing and delivering of certain products to Cherokee County. Sealed bids were opened and read by County Clerk Edmondson beginning at 10:00 AM.

A motion was made by Commissioner Hilderbrand to accept the bids from Frost Oil for oil, grease, and antifreeze products; Jim Woods Marketing for fuel; and Tri-State Asphalt for asphaltting of roads. The motion was seconded by Commissioner Collins. The motion carried 3-0.

Carl Hayes - Cherokee County Environmentalist

He appeared with Dan Pekarack, the Director of the Joplin City Health Department. They represent the Four State Clean Air Alliance. They requested the Board to consider joining the application process, along with Jasper and Newton Counties in Missouri, for Ozone Advance, an EPA sponsored voluntary program to help maintain compliance with ground level ozone levels. They reported that an air quality monitor was installed near Alba, MO in 2009 that monitors the air quality from this area. They have also met with tribal organizations in northeast Oklahoma. The application process is simply submitting a letter to include all agencies wanting to participate. The program is designed to show EPA that we are trying to do things in advance. The Board asked them to provide a copy of the letter of application for them to review. The Board took it under advisement until a copy of the letter is provided.

RH

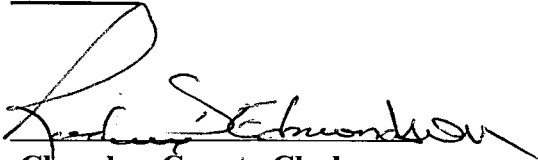
A motion was made by Commissioner Collins to enter an Executive Session with the Board for a period of 10 minutes for the purpose of Non/Elected Personnel. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 11:01 AM.

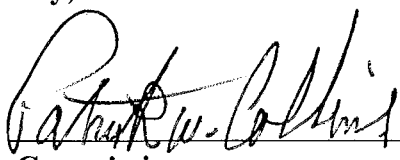
The meeting reconvened at 11:11 AM.

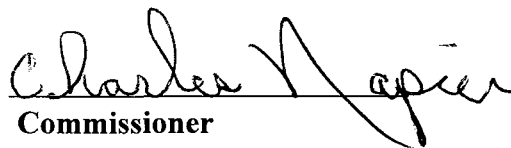
No action was taken during the Executive Session.

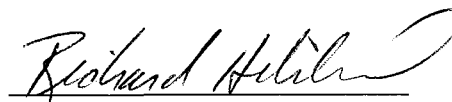
Commissioner Napier made a motion to adjourn until the next regularly scheduled meeting set for May 18, 2015 at 9:00 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes at 11:25 AM.

ATTEST: Resolved and ordered this 18th day of May, 2015


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

AGREEMENT FOR ATTORNEY SERVICES

This agreement is entered into this 11th day of May, 2015, and is made between the **Board of County Commissioners of Cherokee County, Kansas**, existing under the laws of the State of Kansas, hereinafter referred to as "County", and **Douglas R. Steele**, an attorney duly licensed to practice law in the State of Kansas, hereinafter referred to as "Attorney".

TERM

The terms and conditions contemplated by this agreement shall commence on the 4th day of May, 2015, and shall be for a term expiring on the second Monday of January, 2016 (01/11/16), unless otherwise terminated as provided herein. The contract may be renewed for a term commencing on the second Monday of January, 2016, and extending to the second Monday of January, 2017, and from year to year thereafter unless either party shall give the other notice at least sixty (60) days prior to the end of the initial term, or of any subsequent yearly term, or as otherwise provided herein, that this agreement is to terminate.

Attorney shall provide the County written request to renew the contract on or before October 31 of each year. The County shall consider Attorney's request, if made, at its regularly scheduled Board of County Commissioners' Meeting, on the second Monday of November following the October 31 deadline to request renewal of the contract.

DUTIES

The Attorney shall devote sufficient amounts of his/her business time and attention to the practice of law on behalf of such persons as are assigned by the Eleventh Judicial District Court, Cherokee County, Kansas, in the following areas:

Guardian Ad Litem and parent/guardian representation pursuant to the Kansas Code for the Care of Children; the Parentage Act; the Kansas Juvenile Justice Code; Care and Treatment for Mentally Ill Persons as attorney for proposed ward/conservatee in such actions; indigent defense in state child support contempt actions; and indigent defense in misdemeanor cases.

Attorney shall act in accordance with the Code of Professional Responsibility and within the ethics of the legal profession and all federal, state and local laws and regulations governing the practice of law.

COMPENSATION

In consideration for the services to be rendered by the Attorney, he/she shall be paid a monthly fee of Two Thousand Seven Hundred Fifty and No/100 dollars (\$2,750.00). In the case of appeals, the County shall pay the sum of \$62.00 per hour (or the existing State Board of

Indigent Defense hourly rate for Court Appointed Cherokee County Indigent Defense cases), but not more than Five Hundred dollars (\$500.00) per appeal, plus any reasonable and necessary associated expenses for the appeal.

It is understood and agreed by the parties that compensation is conditioned upon there being actual funds available in the county treasury/general fund for payment of the obligation herein.

WORKING FACILITIES

The Attorney shall furnish such private office, secretarial assistance from attorney's office, and such other facilities and services as are considered adequate for the proper performance of such duties. Any employee of Attorney compensated by these funds shall not be considered a county employee.

LIABILITY

Attorney shall be solely responsible for maintaining such general liability, malpractice and worker's compensation insurance as may be necessary.

TERMINATION

This Agreement may be terminated by any party without cause with sixty (60) days notice. In the event that the Attorney shall, for any reason, cease to be an active member of the Kansas Bar in good standing, or become otherwise disqualified to practice law in Kansas or shall be elected to public office, then this agreement shall automatically and immediately be terminated. In addition, the County shall have the right to terminate this agreement with fourteen (14) days notice upon the Attorney's failure or refusal to faithfully or diligently perform the provisions of this agreement.

RELATIONSHIP OF THE PARTIES

Nothing contained in the agreement shall be constructed to constitute Attorney as an employee of the County. It is the parties' intent that Attorney shall remain an independent contractor.

BINDING EFFECT; GENERAL PROVISIONS

This agreement shall be binding upon the parties hereto and shall inure to the benefit of the successors and assigns of the County and to the estate, heirs, legatees, executors, administrators and beneficiaries of the Attorney.

Attorney shall not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage pre-paid, to the recipients address as stated in this Agreement.

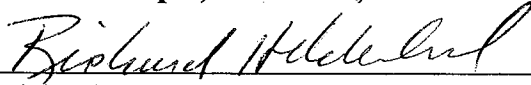
This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

IN WITNESS WHEREOF, the parties have executed this agreement on the date adjacent to each of their signatures.

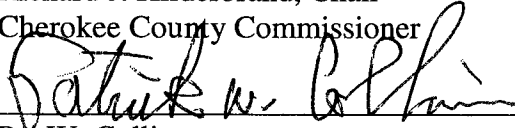
COUNTY:

**BOARD OF COUNTY COMMISSIONERS
110 W. Maple, Columbus, KS 66725**



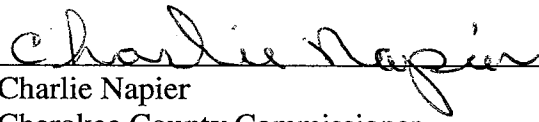
Richard J. Hilderbrand, Chair
Cherokee County Commissioner

Date 5-11-2015



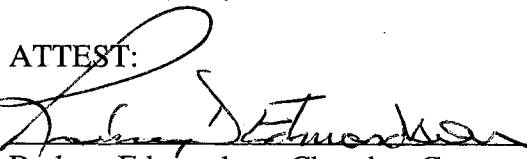
Pat W. Collins
Cherokee County Commissioner

Date _____



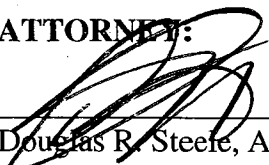
Charlie Napier
Cherokee County Commissioner

Date _____

ATTEST:


Rodney Edmondson, Cherokee County Clerk

Date 5-11-2015

ATTORNEY:


Douglas R. Steefe, Attorney

Date 5-8-15

