

**MINUTES FOR NOVEMBER 9, 2015**  
**BOARD OF CHEROKEE COUNTY COMMISSIONERS**  
**CHEROKEE COUNTY, KANSAS**

**CONVENE**

Commissioner Napier 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, November 9, 2015 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Charles Napier, Pat Collins, Robert Myers, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Machel Smith, and Sarah Okeson

A motion was made by Commissioner Myers to approve the Minutes of the BOCC Meeting for November 2, 2015 as amended. The motion was seconded by Commissioner Collins. The motion carried 3-0.

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

A motion was made by Commissioner Myers to approve the Agreement for Attorney Services contract for year 2016 from Melanie Bingham. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Myers to approve the Agreement for Attorney Services contract for year 2016 from Kevin Cure. The motion was seconded by Commissioner Collins. The motion carried 3-0.

Barbara Bilke appeared before the Board regarding the Courthouse Christmas Dinner on December 7th. She has two bids to cater the dinner instead of doing a pot-luck dinner as usual. The bids were for \$10.00 and \$8.50 per person. The Board agreed to have the employees pay \$5.00 and the Board will pay the remainder and the Department Heads can decide which caterer to use.

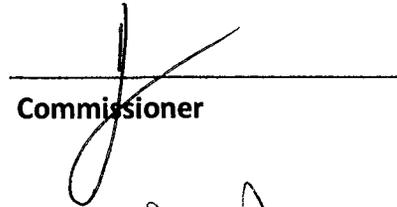
Commissioner Myers stated that the Quapaw Tribe would like to work together with the County to expand the Tri-State Marker and make it into a tourist site. They have submitted drawings to consider. Commissioner Myers stated that the big question is how to do it. Commissioner Collins would like to have an agreement that they will complete the project.

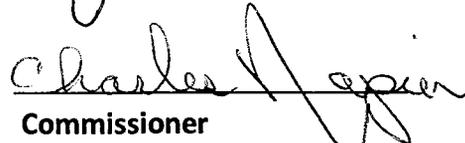
A motion was made by Commissioner Collins to approve an across the Board raise for all County employees in the amount of \$1.00 per hour, effective January 1, 2016 and to freeze raises until January of 2019 except for promotions and new hires. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Commissioner Collins made a motion to adjourn until the next regular meeting set for Monday, November 16, 2015 at 9:00 AM. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 10:17 AM.

**ATTEST: Resolved and ordered this 16<sup>th</sup> day of November, 2015**

  
Cherokee County Clerk

  
Commissioner

  
Commissioner

  
Commissioner

## AGREEMENT FOR ATTORNEY SERVICES

This agreement is entered into this 9<sup>th</sup> day of November, 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 **Kevin Cure**, 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 second Monday of January, 2016 and shall be for a term expiring on the second Monday of January, 2017, unless otherwise terminated as provided herein. The contract may be renewed for a term commencing on the second Monday of January, 2017, and extending to the second Monday of January, 2018, 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.

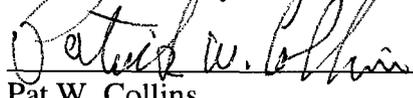
**IN WITNESS WHEREOF**, the parties have executed this agreement on the date adjacent to each of their signatures.

**COUNTY:**

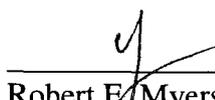
**BOARD OF COUNTY COMMISSIONERS**  
**110 W. Maple, Columbus, KS 66725**

  
\_\_\_\_\_  
Charles Napier, Chair  
Cherokee County Commissioner

Date 11-9-15

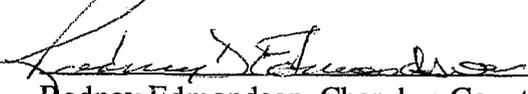
  
\_\_\_\_\_  
Pat W. Collins  
Cherokee County Commissioner

Date 11-9/15

  
\_\_\_\_\_  
Robert E. Myers  
Cherokee County Commissioner

Date 11/9/15

**ATTEST:**

  
\_\_\_\_\_  
Rodney Edmondson, Cherokee County Clerk

Date Nov 9, 2015

**ATTORNEY:**

  
\_\_\_\_\_  
Kevin Cure, Attorney

Date 10/26/15

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**COUNTY:**

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

  
\_\_\_\_\_  
Charles Napier, Chair  
Cherokee County Commissioner

Date 11-9-15

  
\_\_\_\_\_  
Pat W. Collins  
Cherokee County Commissioner

Date 11-09-15

  
\_\_\_\_\_  
Robert E. Myers  
Cherokee County Commissioner

Date 11/9/15

**ATTEST:**

  
\_\_\_\_\_  
Rodney Edmondson, Cherokee County Clerk

Date Nov. 9, 2015

**ATTORNEY:**

  
\_\_\_\_\_  
Melanie Bingham, Attorney

Date 10/15/15

