

# COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

THURSDAY 10/18/2018

The Camden County Commission met with Presiding Commissioner Greg Hasty, District #1 Commissioner Beverly Thomas, and District #2 Commissioner Don Williams.

## Meeting Agenda

Commissioner Thomas made a motion to approve today's agenda as posted with leaving it open until Jeremy is present. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes) Commissioner Williams (Yes). Session opened at 10:00 A.M.

## Prior Minutes

Commissioner Williams made a motion to approve October 09, 2018 minutes. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

## New Business

**Legal Contract** – Commissioner Thomas stated that with the exit interview with the state auditors, we were required to update our legal contract. Commissioner Thomas then made a motion to update our legal contract. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes).

PHILLIPS, MCELVEA, CARPENTER & WELCH, P.C.  
 85 COURT CIRCLE, P.O. BOX 599  
 CAMDENTON, MO 65020  
 573-346-7231  
 October 18, 2018

LAWYER-CLIENT FEE AGREEMENT

Charles E. McElvea and Phillips, McElvea, Carpenter & Welch P.C. ("Lawyer") will provide legal services to Camden County, Missouri ("Client"), on the terms set forth below:

**1. CONDITIONS.** This Agreement will not take effect, and Lawyer will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit (advanced fee) called for under Paragraph 5.

**2. SCOPE OF SERVICES.** Client hires Lawyer to provide legal services in the following matter: To provide the necessary legal services to represent Camden County and the County Offices as County Counselor by providing legal advice, consultation and representation of various legal questions and matters that may come before them. Lawyer will provide those legal services reasonably required to represent Client. Lawyer will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Lawyer will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate Agreement.

**3. CLIENT.** The lawyer is representing the Client only in this matter. It is understood by Client and any third party who may be assisting Client in this matter, that lawyer's duty is to act in the best interest of the Client and lawyer cannot share information about Client's case with anyone other than Client without express permission.

**4. RESPONSIBILITIES OF THE PARTIES.** Client agrees to be truthful with Lawyer, to cooperate, to keep Lawyer informed of any information or developments which may come to Client's attention, to abide by this agreement, and to pay Lawyer's bills on time. Further, while it is impossible to predict the course of a representation, it may be important for Lawyer to contact Client immediately, or upon short notice, to confer with Client regarding the status of Client's case. An inability to do so may result in Client's case and/or issues being prejudiced and detrimentally affect the outcome of Lawyer's representation. Accordingly, Client agrees to keep Lawyer informed of Client's contact information.

**5. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Lawyer's prevailing rates for all time spent on Client's matter by Lawyer's legal personnel. Current hourly rates for legal personnel are as follows:

Senior partners            \$275.00/hour            Time is charged in 15-minute units

**7. BILLING STATEMENTS.** Lawyer will send Client monthly statements for fees and costs incurred, upon request by client. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. If the Client objects to any charges Client must notify Lawyer within ten (10) days. If any statement carries a balance due, it shall be paid in full within fourteen (14) days after the date of such statement.

**8. DISCHARGE AND WITHDRAWAL.** Client may discharge Lawyer at any time. Lawyer may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Lawyer's advice on a material matter or any fact or circumstance that would render Lawyer's continuing representation unlawful or unethical. When Lawyer's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Lawyer will, upon Client's request, deliver Client's file, and property in Lawyer's possession whether or not Client has paid for all services. Client understands that to the limited extent lawyer has paid out of pocket expenses for items, which have not yet been reimbursed by client, lawyer must be reimbursed for that particular expense before releasing the item.

Lawyer will maintain Client's file for two (2) years after this matter is concluded. Client may request the file at any time during, upon conclusion of, or after conclusion of, this matter. Two (2) years after the conclusion of this matter, the file may be destroyed without further notice to Client.

**9. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this agreement and nothing in Lawyer's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Lawyer makes no such promises or guarantees. Lawyer's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Lawyer shall not be a guarantee. Actual fees may vary from estimates given.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**12. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**13. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Lawyer on behalf of Client commencing with the date Lawyer first performed services. The date at the beginning of this Agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay Lawyer the reasonable value of any services Lawyer may have performed for Client.

Associates            \$225.00/hour  
 Paralegals            \$150.00/hour

The time charged will/may include the time Lawyer spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter will/may confer among themselves about the matter, as required and appropriate. When they do confer, each person will/may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will/may charge for the time spent. Lawyer will/may charge for waiting time in court and elsewhere and for travel time, both local and out of town.

**6. COSTS AND EXPENSES**

**(a) In General.** Lawyer will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Lawyer's cost.

In-office photocopying    \$0.50/page over 50 pages  
 Mileage                        IRS Rate/mile

**(b) Out of Town Travel.** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Lawyer's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

**(c) Experts, Consultants, and Investigators.** To aid in the preparation or presentation of representation of Client, it may become necessary to hire expert witnesses, consultants, or investigators. Client agrees to pay such fees and charges. Lawyer will consult with client on the selection of any expert witnesses, consultants, etc., to be hired and their charges.

Additionally, Client understands that if any matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAWYER FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Camden County, Missouri  
 DATED: 10/18/18  
 By:   
 Greg Habry, County Commissioner

By:   
 Beverly Thomas, 4<sup>th</sup> District Commissioner

By:   
 Don Williams, 2<sup>nd</sup> District Commissioner

DATED: \_\_\_\_\_  
 PHILLIPS, MCELVEA, CARPENTER & WELCH, P.C.

By: \_\_\_\_\_  
 Charles E. McElvea  
 Attorneys at Law  
 P.O. Box 599  
 Camdenton, MO 65020  
 E-mail: cmc@lvea@pmcwlaw.com  
 Phone: 573-346-7231; Fax: 573-346-4411

10:15 A.M -Commissioner Williams made a motion to go into recess until Jeremy can be present. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes).

11:20 A.M- Commissioner Thomas made a motion to go back into open session. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes).

**Insurance-** Commissioner Thomas stated this is our renewal for the TPA for our Mutual Medical Plan. Commissioner Thomas stated with an unstable Health Insurance Market she would like for the contract to be for one year.

Commissioner Hasty asked if the contract could be for one year instead of three. Jeremy agreed that they could make it for one year. Commissioner Thomas made a motion to renew the insurance contract for TPA with MMP for one year.

Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Thomas (Yes).

**Adjourn:** With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Thomas (Yes). Session closed at 11:40 A.M.

Ordered that the Commission adjourn until Wednesday October 24, 2018

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*Greg Hasty, Presiding Commissioner*

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*Melissa Peters Benefits Coordinator*