

## **AGREEMENT FOR LEGAL SERVICES**

COME NOW the parties hereto this 20th day of February 2018, effective January 1, 2018, between the County of Franklin and the Twentieth Judicial Circuit is hereinafter referred to jointly as “First Party” and A. David Arand is hereinafter referred to as “Second Party”:

1. Agreement for Services. The First Party contracts with Second party and the Second Party accepts the terms of such agreement upon the terms and conditions of the Agreement for Legal Services.
2. Term. The Term of this Agreement shall be for the term of one (1) year and shall begin on January 1, 2018, and shall automatically renew for additional terms of one (1) year each unless sooner terminated by either party as hereinafter set forth. This Agreement is subject to annual appropriation of sufficient funds by the Franklin County Commission.
3. Compensation. First Party shall pay the Second Party for legal services rendered a monthly rate of One Thousand Seven Hundred Fifty Dollars (\$1,750.00). The parties acknowledge that Second Party is an independent contractor and shall not be entitled to any other compensation or benefits.
4. Duties. The Second Party shall provide legal services under this Agreement for Legal Services to include, but not limited to representing parents in child abuse and neglect cases as appointed by the Court.
5. Extent of Services. The Attorney shall devote his time and attention to the Twentieth Circuit’s business as needed during the term of this Agreement. The parties further agree that the Second Party shall be permitted to engage in any other business activities, regardless of whether the same is pursued for gain or profit.
6. Termination without Clause. The First Party may without cause terminate this Agreement at any time by giving sixty (60) days’ written notice to the Second Party. In that event, the Second Party, if requested by the First Party, shall continue to render his services, and shall be paid his regular compensation up to the effective date of termination. The Second Party may without cause terminate this Agreement by giving sixty (60) days’ prior notice to the First

Party. In such event, the Second Party shall continue to render his services and shall be paid his regular compensation up to the date of termination.

7. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by regular mail to the Second Party's office or to the First Party by regular mail to the Twentieth Judicial Circuit's Presiding Judge's Office.

8. Entire Agreement. This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FRANKLIN COUNTY

By: \_\_\_\_\_  
JOHN GRIESHEIMER, Presiding Commissioner

SECOND PARTY

TWENTIETH JUDICIAL CIRCUIT COURT, MO  
Counties of Franklin, Gasconade & Osage

\_\_\_\_\_  
A. DAVID ARAND

\_\_\_\_\_  
I.I. LAMKE, Presiding Judge