

THE COUNTY COMMISS
OF
STONE COUNTY, MISSOURI

September 12, 2017

STATE OF MISSOURI |
COUNTY OF STONE |

Be it remembered that a session of the County Commission of Stone County was held in the courthouse at Galena, on September 12, 2017. Those in attendance today were Presiding Commissioner Dennis Wood, Southern Commissioner Hank Smythe and Northern Commissioner Mark Maples.

Morning Session:

9:00 AM – 10:00 AM

Commission Work Session – General Discussion with no decisions.

10:00 AM

Presiding Commissioner Dennis Wood opened the meeting with the pledge of allegiance to the flag. Following the pledge of allegiance, Pastor Don Rooks delivered the prayer.

Those present for this meeting today are as follows: Pastor Don Rooks, Woodland Hills Family Church in Branson; Sheriff Doug Rader; Chief Tim Gideon; Captain Isaac Cornelison; Donna McConkey; Chief Deputy County Clerk; Cindy Elmore, County Clerk; County Counsel William McCullah and Tena Foster, Stone County Clerk's office.

Approval of Commission Minutes

The matter to approve the minutes for Stone County Commission meetings dated September 7, 2017 was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Wood – yes. Minutes ordered approved.

Schedule of Bills - 1

Presiding Commissioner Dennis Wood presented a schedule of bills that have been submitted to him from the County Clerk's office in the amount of \$24,796.69. This matter to accept the bills for payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Wood - yes. Order to pay carried.

Schedule of Bills - 2

Presiding Commissioner Dennis Wood presented a schedule of bills that have been submitted to him from the County Clerk's office in the amount of \$18,901.38. This matter to accept the bills for

payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Wood - yes. Order to pay carried.

SpyGlass Consulting Firm Contract-Conference Call

Roll call to engage according to the contract from SpyGlass Group LLC. Providing contract states what was described in the conference call, was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Wood - yes. Matter carried.

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between Stone County ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services.** Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees.** Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

Notwithstanding anything else herein to the contrary, Company and Auditor agree that the total fees due under Section 2 for Service Elimination Savings and Cost Reduction Savings shall not exceed \$12,000.

3. **Invoicing and Payment.** Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. If the aggregate fees owed to Auditor pursuant to this Agreement with respect to Service Elimination Savings and Cost Reduction Savings are \$6,000 or less, such fees shall be due in three (3) equal monthly installments which are due thirty (30) days, sixty (60) days, and ninety (90) days, respectively, after verification by Company and Auditor that the modification, consolidation, or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. If the aggregate fees owed to Auditor pursuant to this Agreement with respect to Service Elimination Savings and Cost Reduction Savings are greater than \$6,000, such fees shall be due in two (2) installments, the first of which is due within ten (10) days after verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed, and the second of which is due within ten (10) days of receipt of such invoice. The second installment will be invoiced 6 months after the first installment. The amount of the first installment will be equal to 6 times the Service Elimination Savings or Cost Reduction Savings, as applicable. The amount of the second installment will be equal to 6 times the Service Elimination Savings or Cost Reduction Savings, as applicable. In no event, will both installments together be greater than 12 times the Service Elimination Savings and Cost Reduction Savings as provided for in Section 2 hereof.

4. **Miscellaneous.** This agreement is governed by the laws of the State of Missouri, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warrant the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

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Attached are two versions of the agreement. The first is a redline version to track changes; the second is a clean version for signature.

Here are the three things we have changed in the agreement:

1. We put a \$12,000 cap on all forward looking fees (see section 2)
2. Anything **under** a \$6,000 invoice can be paid out in 3 equal monthly installments (see section 3)
3. Anything **over** a \$6,000 invoice can be paid in 2 equal monthly installments 6 months apart (see section 3)

Dennis, per our last conversation, I wanted to put our best foot forward. This embodies all you were hoping to see from a payment perspective. If you could please pass this on to your attorney, that would be great. I look forward to talking with you on Thursday.

Regards,
Marty

Announcements

Cindy Elmore, County Clerk announced that Secretary of State Jay Ashcroft will be here Tuesday, September 19, 2017 at 1:00 p.m. in the Stone County Courthouse, County Commission Room to discuss Missouri Photo Voter ID Information.

12:45 Today the Commission will attend the Galena Community Betterment Project meeting at the Stone County Library.

Public Time:

Sheriff Doug Rader, Chief Tim Gideon, Captain Isaac Cornelison & County Counsel William McCullah came before the Commission discussing the contract/warranty with Electronic Contracting Co. on the jail cells locking systems. No contract signed, warranty still under negotiation. Discussion only.

Time was extended to anyone who wanted to speak to the commission at this time.

Adjournment:

The adjournment of the Stone County Commission meeting was brought to decision by roll call vote: Smythe – yes; Maples – yes; Wood – yes. Meeting adjourned at 11:15 AM.