

THE COUNTY COMMISSION  
OF  
STONE COUNTY, MISSOURI  
October 26, 2021

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 October 26, 2021. Those in attendance today were Presiding Commissioner Mark Maples; Southern Commissioner Hank Smythe and Northern Commissioner Wayne Blades.

**Morning Session:**

**9:00 AM – 10:00AM**

Commission Work Session – General Discussion with no decisions.

**10:00 AM**

Presiding Commissioner Mark Maples opened the meeting with the pledge of allegiance to the flag. Those present for this meeting today are as follows: LaDella Thomas, Stone County Developmental Disability Board; Shawn Mayr, Connell Insurance; County Counsel William McCullah; Denise Dickens, Stone County Clerk; and Amanda Parton, Stone County Clerk's Office.

**Approval of Commission Minutes**

The matter to approve the minutes for Stone County Commission meeting dated October 21, 2021, was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. Minutes ordered approved.

**Schedule of Bills - 1**

Presiding Commissioner Mark Maples presented a schedule of bills that have been submitted to him from the County Clerk's office in the amount of \$99,604.10. This matter to accept the bills for payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Order to pay carried.

### **Appoint Developmental Disability Board Member**

Ladella Thomas, the Stone County Developmental Disability Director recommends appointing Shawn Mayr to fill the unexpired term ending December 31, 2022.

The matter to appoint Shawn Mayr starting October 26, 2021, to the Stone County Developmental Disability Board was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. Matter carried.

Mrs. Thomas also gave a brief update on the Developmental Disability programs that they offer.

### **Connell Insurance-Health Insurance Renewal**

Shawn Mayr, Connell Insurance, presented the Commission with a health insurance renewal comparison list with several options.

The matter to sign the health insurance renewal with Cox Health was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. Matter carried; renewal agreement signed.

### **Discuss Personnel Policy**

After discussion on the hiring relative policy that is stated in the personnel handbook. The matter to resend the policy about hiring relatives was brought to decision by a roll call vote: Smythe – No; Maples – No; Blades – Yes. Matter to resend failed. Policy will remain the same.

### **Formal 2021 Budget amendment meeting**


The matter to accept the formal 2021 Budget amendments was brought to decision by a roll call vote: Smythe – yes; Maples – Yes; Blades – yes. Matter carried.

### **Solid Waste District**

The Commissioners signed a letter of support for the Solid Waste District. The matter to sign the letter of support was brought to decision by a roll call vote: Smythe – yes; Maples – Yes; Blades – yes. Matter carried.

## Tyler Technologies

Denise Dickens, Stone County Clerk, came before the commission to talk about the Tyler Technologies contract. After discussion with Tyler, Tyler amended the contract for the payroll/accounts payable software beginning in March of 2021. The matter to sign the amended contract with Tyler Technologies was brought to decision by a roll call vote: Smythe – yes; Maples – Yes; Blades – yes. Matter carried.

  
AMENDMENT


This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Stone County, Missouri, with offices at 108 East 4<sup>th</sup> Street, Galena, Missouri 65656 ("Client").

WHEREAS, Tyler and the Client are parties to a Software as a Service Agreement dated January 30, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:



- Section F (1) Term is hereby deleted in its entirety and replaced with the following:  
Term. The initial term of this Agreement is five (5) years, commencing on March 23, 2021, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- Paragraph 1 of Exhibit B, Invoicing and Payment Policy, is hereby deleted in its entirety and replaced with the following:  
SaaS Fees. SaaS Fees are invoiced on an annual basis. SaaS Fees for the initial term, as defined in Section F (1) of the Agreement, are set forth in the Investment Summary. SaaS Fees for Year 1 of the initial term, March 23, 2021 through March 22, 2022, have been paid in full. Tyler will invoice the Client for Year 2 SaaS Fees on or before the March 23, 2022, term start date. Upon expiration of the initial term, the annual SaaS Fees will be at Tyler's then-current rates. The foregoing notwithstanding, we agree not to increase annual SaaS Fees by more than five percent (5%) per year for years six (6) through ten (10).
- Invoice # 025-340642 dated June 30, 2021, in the amount of \$24,792, is hereby voided in its entirety. Tyler will invoice the Client for SaaS Fees in accordance with the terms of this Amendment.
- This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- Except as expressly indicated in this Amendment, all other terms and conditions of the




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Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Stone County, MO
By: 	By: 
Name: Jisel Lopez	Name: Mark W. Maples
Title: Senior Corporate Attorney	Title: Presiding Commissioner
Date: 10/26/2021	Date: 10-26-2021



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### Public Time:

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; Blades – yes. Meeting adjourned at 10:55 AM.

### 11:00 AM Elected Official's Salary Committee Meeting

Stone County Commissioners participated in the elected official's salary committee meeting.