

MINUTES FOR DECEMBER 10, 2012
COLUMBUS, KANSAS, CHEROKEE COUNTY
OFFICE OF THE COUNTY CLERK
CRYSTAL L. GATEWOOD

The Cherokee County Commissioners met December 10, 2012. Those present were Commissioners Richard Hilderbrand, Pat Collins, and Jack Garner. The Pledge of Allegiance was said by all present. Commissioner Collins made a motion to approve the commission minutes for December 3, 2012 as presented by County Clerk Crystal Gatewood; his motion was seconded by Commissioner Garner; with Commissioners Garner, Hilderbrand, and Collins voting in favor. Commissioners Garner, Collins, Hilderbrand, and County Clerk Gatewood signed off on the minutes. Commissioner Garner made a motion to pay December 2012 Mid-month account payables; his motion was seconded by Commissioner Collins; with Commissioners Garner, Hilderbrand, and Collins voting in favor.

EXECUTIVE SESSIONS HELD BY COMMISSION

Commissioner Collins made a motion to go into **Executive Session for Personnel Non- Elected for ten minutes** with himself, Commissioners Garner, Hilderbrand, and Nathan Coleman; his motion was seconded by Commissioner Garner; with Commissioners Garner, Collins, and Hilderbrand voting in favor. They went in at 11:15 AM and returned at 11:22 AM.

Commissioner Collins made a motion to go into **Executive Session for thirty minutes for Attorney/Client Privilege in regards to the Penn gaming suit** with himself, Commissioner Hilderbrand, Garner, the County Counselor, Teresa Watson, and David Cooper; his motion was seconded by Commissioner Garner; with Commissioners Hilderbrand, Garner, and Collins voting in favor. They went in at 11:30 AM and returned at 12:05 PM.

MOTIONS MADE BY COMMISSION

Commissioner Hilderbrand made a motion to accept the contract with NCI Telecommunication for the phone bill; his motion was seconded by Commissioner Collins; with Commissioners Collins, Garner, and Hilderbrand voting in favor. The commission signed off on the contract and a copy of the contract is attached to the minutes.

Commissioner Garner made a motion regarding the mortgage registration tax. Authorization to proceed in making a contract with the firm Mike Fleming to proceed with litigation against the federal government; his motion was seconded by Commissioner Collins; with Commissioners Collins, Garner, and Hilderbrand voting in favor.

Commissioner Collins made a motion to appoint Doug Steele as the replacement for the county court appointed attorney to replace Nathan Coleman; he then removed his motion from the floor.

OTHER BUISNESS

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Road and Bridge Supervisor Leonard Vanatta and the commission discussed general road and equipment maintenance in the county. Kelly Anderson came before the commission to discuss the county putting gravel on Grape lane Road in the county and having the county maintain it.

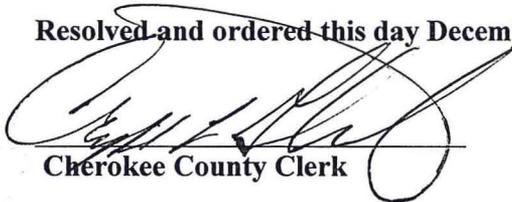
County Counselor Cure came before the commission to set up hearings for vacating a road in Hallowell and the dedication of a road in the Gilstrapp Addition in the county. The public hearing date for the vacating of the road in Hallowell is scheduled December 17, 2012 at 11:30 AM in the County Commission room. The public meeting for the dedication of a road in the Gilstrapp Addition is scheduled January 7, 2013 at 11:30 AM in the County Commission room. He also discussed the mortgage registration tax on Fannie Mae Home loans. The counselor and the commission discussed the 2013 county tax sale.

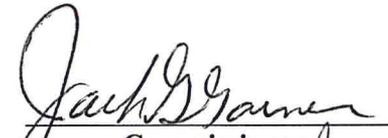
Judge Kent Lynch and Judge Bill Lyerla came to discuss with the commission that the commission needs to appoint a replacement for a court appointed attorney due to the election of Nathan Coleman as Cherokee County Attorney. No decisions were made.

ADJOURNMENT

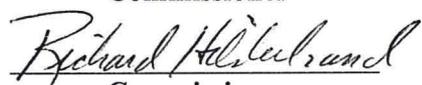
Commissioner Collins made a motion to adjourn at 12:15 PM; his motion was seconded by Commissioner Garner; with Commissioners Hilderbrand, and Collins voting in favor. The next Cherokee County Commission will be held December 17, 2012 in the Cherokee County Courthouse at 9:00 AM. The Cherokee County Courthouse will be closed on December 24, 2012 for Christmas and the Courthouse will be closed on December 31, 2012 and January 1, 2013 due to the observation of the New Year.

~~Resolved and ordered this day December 17, 2012~~


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

Network Consulting, Inc.

Telecommunications Auditing & Consulting Agreement

An agreement is hereby entered into between Client Cherokee County (hereinafter called Client) and Network Consulting, Inc. (hereinafter called NCI) whereby NCI is to provide Client with consulting services designed to improve the cost effectiveness of telecommunications by conducting a study of Client's telecommunication systems and services.

Contract Term (Client Initials Required): 24 Month _____ 36 Month _____ 48 Month

- I. NCI will audit all telecommunication bills to uncover any overcharges and/or unneeded or inaccurately billed equipment or services. Telecommunication tariffs, FCC regulatory charges, taxes, equipment lists and any other available means will be used to determine cost saving measures, billing errors and refunds negotiated for Client. NCI will also research areas to reduce all telecommunication expenses over Client's present carrier or an alternative carrier. A written report will be provided to Client.
- II. NCI will invoice Client based on the following:
 - A. Recovery Fees—Client agrees to pay NCI a one-time fee equal to fifty percent (50%) of any refunds and/or credits generated by NCI during the term of this Agreement following the actual correction of any billing errors, overcharges or other reductions in billing resulting directly or indirectly from the audit by NCI.
 - B. Contingency Fees—Client agrees to pay NCI fifty percent (50%) of the savings achieved for each of the audit recommendations accepted by the Client. This payment will be billed and paid per the full term of the Agreement and shall be for the Contract Term commencing as of the month each savings is first achieved by the Client. It is understood by the Client each individual recommendation may have a different life for the Contingency Fee and all shall bill from the inception of the savings realized by the Client.
 - C. Project Fees—Client agrees to pay separately invoiced fees for additional analyses or consulting services requested outside the scope of this Agreement. A separate Project Agreement will be prepared for these services.
- III. Client agrees it will not make changes to any of Client's accounts during the audit process. This is imperative to avoid delay in the audit process, potential Client forfeiture of savings and recoveries and possible incurrence of unexpected auditing expenses. If changes are absolutely necessary, Client must notify NCI at least 48 hours prior to proceeding.
- IV. Client agrees to notify NCI in writing within thirty (30) days after the delivery of the initial Audit and Recommendations Report the accepted and/or rejected recommendations. Without proper written notification Client shall be deemed to have accepted all recommendations and NCI is entitled to fifty percent (50%) of any savings.
- V. Client agrees it will not implement any rejected recommendations as provided in IV (for the Contract Term selected above beginning with the date of delivery of the Audit and Recommendations Report) and assumes the continuing duty to notify NCI in writing if it does start implementing such recommendations. If Client implements any such recommendations within such period for services not accepted, Client will be liable to pay NCI fifty percent (50%) of the savings achieved as if they had been for accepted recommendations for the Contract Term selected above. Client also agrees to provide upon request any invoice or billing and any related account information or correspondence (including e-correspondence) relating to telecommunications equipment or services for the entire Contract Term unless specifically excluded from the audit by addendum to this Agreement.
- VI. Client agrees that Invoices are due and payable upon receipt, and if not paid within 30 days of invoice date, a late fee of 18% will be applied. Client also agrees and understands that NCI will have the right to collect attorney fees and/or court fees should the account be turned over to a collection attorney.
- VII. Client understands that savings will continue to be invoiced until each particular savings completes the monthly billing term as noted above. Depending upon when the actual savings were implemented during the term of this Agreement, some savings may continue being invoiced past the initial Contract Term.

ACCEPTED:

Richard H. Culver Date: 12-10-12
Client Signature

Title: County Commissioner

Date: _____
Network Consulting, Inc.

Title: _____