

CERTIFIED COPY OF ORDER

532 -2004

STATE OF MISSOURI }
County of Boone } ea.

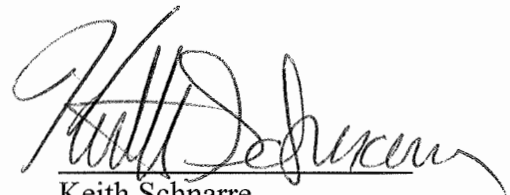
December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 30th day of December 20 04

the following, among other proceedings, were had, viz:

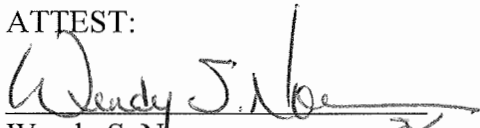
Now on this day the County Commission of the County of Boone does hereby approve the agreement with Gov Deals. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 30th day of December, 2004.

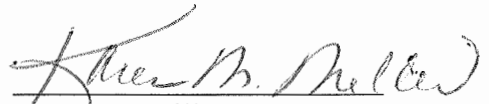


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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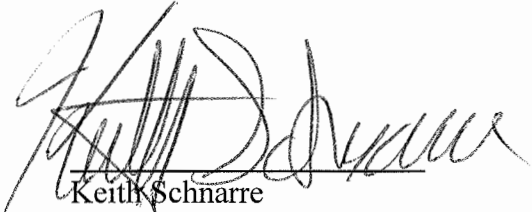
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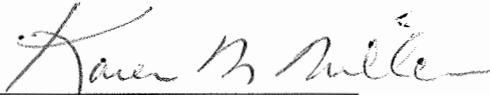
In the County Commission of said county, on the 30th day of December 20 04

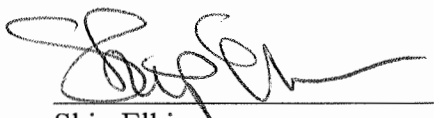
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of surplus property as listed on the December 23, 2004 memo from the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign said disposal request forms.

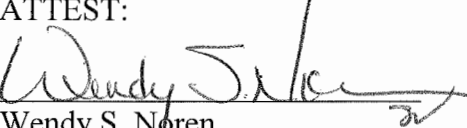
Done this 30th day of December, 2004.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

533-2004

MEMORANDUM

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

RE: Disposal of Surplus

DATE: December 23, 2004

The Purchasing Department is requesting permission to dispose of the following surplus items. Many of these items will be auctioned on GovDeals.com the week of January 17, 2005. What is not suitable for auction on GovDeals will be hauled to Kemper Auction Service, except for the light bars which have been stripped and used for parts.

<i>Item #</i>	<i>Description</i>	<i>Condition</i>	<i>Office/Department</i>
11316	HT1000 Radio	To be Destroyed	Sheriff - 1255
None	3x5 Wood Desk	Poor	Court Marshall's office
1864	3x5 Metal Desk	Poor	Court Marshall's office
None	3x6 Metal Desk	Poor	Court Marshall's office
06469	CCTV Camera Panasonic	Poor	Sheriff -1255
12343	19" Color TV Orian	Fair	Sheriff - 1255
11658	Eyewash Station	Good but outdated	6100
11657	Eyewash Station	Fair (obsolete)	6100
11659	Eyewash Station	Fair (obsolete)	6100
10743	Heat Sealer Machine	Poor	1255
03557	Wooden Desk	Fair - Good	1210 Juvenile
7580	Nikia Cell Phone	Poor	1261
1860	3M 500 Reader Printer-Microfilm Machine	Fair but old	Circuit Clerk
07095	Fujitsu Fax Machine	Fair but old	Circuit Clerk
6582	IBM Typewriter Series II	Works	JJC
None	Medical Exam Table	Fair	JJC
None	Typewriter Table on wheels	Fair	JJC

None	Air Compressor Pumps, Champion	Poor	FM
None	Blue Chair on Wheels	Poor	FM
None	Air Purifier	Poor	FM
None	Air Purifier	Poor	FM
None	Computer Desk W/ Shelves	Poor	FM
None	Grey office Chair on wheels	Poor	FM
None	Truck Jack	Poor	FM
09319	Blue Cloth Hons Chair	Poor Seat Broken	BCCC Office
09555	Blue Cloth Hons Chair	Poor Seat Broken	BCCC Office
None	Victor Adding Machine	Poor	Commission
None	Kitchen Cart Rubber Maid	Poor	FM
09449	ARMLESS TASK CHAIR Hon	Poor	Circuit Court Services
09457	ARMLESS PNEU TASK CHAIR Hon	Poor	Circuit Court Services
12881	TYPEWRITER (RECONDITIONED) IBM WHEELWRITER	Unknown	1255 CORRECTIONS
None	Metal Door & Frame 32"x84"	fair	FM
None	Small John Deer Tractor Lawn with blade	poor	FM
None	Small Rolling Cart	Poor	JJC
None	Microfilm Camera w/o camera head	Poor	Recorder of Deeds
9138	Light Bar (Stripped and used for Spare parts)	Poor	Sheriff
9135	Light Bar (Stripped and used for Spare parts)	Poor	Sheriff
9136	Light Bar (Stripped and used for Spare parts)	Poor	Sheriff
9137	Light Bar (Stripped and used for Spare parts)	Poor	Sheriff
6636	Recreation Cabinet	Fair	JJC
None	Foosball Table	Fair	JJC
04593	10 Key Calculator ADLER Brand	poor	JJC
None	Box of pagers and Cell Phones	Poor	Various
None	Swing Line Stapler w Staples	Poor	FM
None	Dictionary (The New Century)	Fair	FM
None	Samsung Quad Switcher	WORKING	JJC
None	Samsung Time Lapse Recorder	Working	JJC

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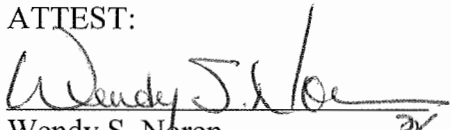
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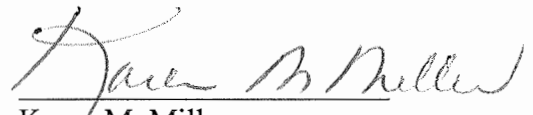
Now on this day the County Commission of the County of Boone does hereby approve Advanced PCS, L.P. Managed Pharmacy Benefit Services Agreement for the Consumer Card Program. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 30th day of December, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

ADVANCEPCS HEALTH, L.P.

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS AGREEMENT (the “**Agreement**”) is made as of August 1, 2004 (the “**Effective Date**”) among National Association of Counties (“**Customer**”), counties that are members of the National Association of Counties (“**Member County**”) and AdvancePCS Health, L.P. (“**AdvancePCS**”), for the purpose of delineating the terms and conditions under which AdvancePCS will provide certain managed pharmacy benefit services to Member County and Customer.

Customer agrees that it will require each Member County to execute an individual agreement with AdvancePCS in the form attached hereto as Exhibit C (the “**Member County Agreement**”) prior to AdvancePCS’ providing Services to such Member County. AdvancePCS will not provide Services to Member County prior to the receipt of the Member County’s execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.1 Services. AdvancePCS will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the “**Services**”). AdvancePCS may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.2 Participating Pharmacies. AdvancePCS has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.3 Pharmacy Help Desk and Voice Response Unit. AdvancePCS will provide Participating Pharmacies with help desk assistance and access to AdvancePCS’ voice response unit during AdvancePCS’ hours of operation.

1.4 Claims Processing.

a. Submission of Claims. AdvancePCS will adjudicate Claims submitted by Participating Pharmacies to AdvancePCS in accordance with the Participating Pharmacy’s agreement with AdvancePCS and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. AdvancePCS will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by AdvancePCS. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. AdvancePCS will, at its own cost, produce identification cards for Participants, which contain Member County’s and Customer’s logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. AdvancePCS will work

with Member County on the distribution method for identification cards; provided, however if Member County requests that AdvancePCS mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. AdvancePCS may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying AdvancePCS, may opt-out of such programs.

b. DUR Services. AdvancePCS will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, AdvancePCS will have no obligation to acquire information concerning any Participant beyond the information that is included in AdvancePCS' eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 Formulary Services. AdvancePCS will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). AdvancePCS may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. Rebate Contracts. AdvancePCS contracts with certain Manufacturers for Rebate programs.

b. Disclosure of Manufacturer Fees. AdvancePCS may receive fees or other compensation from Manufacturers, including, without limitation, administrative fees not exceeding three percent of the aggregate cost of the pharmaceutical products dispensed to Participants, and fees for property provided or services rendered to a Manufacturer (which may include providing physicians clinical messages consistent with the Performance Drug List, as defined below). AdvancePCS' specialty pharmacies may also receive fees from Manufacturers for products and services provided. In addition, AdvancePCS' mail order and specialty pharmacies may negotiate on their own behalf directly with Manufacturers for discounts, including rebated discounts based on market share or other factors. The term Rebates as used in the Agreement does not include these fees and discounts which belong exclusively to AdvancePCS or AdvancePCS' mail order or specialty pharmacies, respectively.

c. Participant Authorizations and Disclosures. Member County has obtained, or will obtain, all Participant authorizations required of it by Law for AdvancePCS to perform any Services provided for in this Agreement or in any addendum or amendment hereto. Member

County will disclose to Participants any and all matters relating to the program that are required by Law to be disclosed, including information relating to amounts that are payable by a Participant in connection with the program, other Member County or Customer compensation, and Rebates or other discounts on pharmaceutical products, irrespective of whether Member County or Customer retains or allows AdvancePCS or others to retain all or a portion of any Rebates or discounts.

d. Additional Participant Discounts. AdvancePCS may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, AdvancePCS may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. AdvancePCS will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 Management Reports. AdvancePCS will provide Member County and Customer with AdvancePCS' standard management reports in connection with the Services, which reports may change from time to time at AdvancePCS' discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by AdvancePCS.

1.10 Mail Service Program. AdvancePCS may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only AdvancePCS mail order pharmacy services for its Participants covered under this Agreement, as further described below.

AdvancePCS shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. Distribution of Information. AdvancePCS shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. Delivery and Dispensing. AdvancePCS shall dispense through its mail service pharmacy new or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. AdvancePCS shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. AdvancePCS shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond AdvancePCS' control as set forth in Section 6.2.

AdvancePCS' mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that AdvancePCS may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with AdvancePCS.

1.11 Preferred Drug Program. AdvancePCS and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by AdvancePCS as a

clinically appropriate and economically advantageous subset of the AdvancePCS Formulary, as revised by AdvancePCS from time to time.

1.12 Specialty Pharmacy. AdvancePCS' specialty pharmacy service will be provided by an AdvancePCS specialty pharmacy entity or its affiliate ("**AdvancePCS SpecialtyRx**"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("**Specialty Medications**").

AdvancePCS SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under the Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

AdvancePCS SpecialtyRx may receive prescriptions from Participants through an affiliated AdvancePCS mail facility or directly via the U.S. Mail or commercial carrier at the address specified by AdvancePCS from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, AdvancePCS SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. AdvancePCS SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

AdvancePCS SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

AdvancePCS will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

2.1 Fees. The parties agree that, in lieu of billing Member County a "per Claim" fee for Services, AdvancePCS shall retain 100% of the Rebates as reasonable compensation for the Services. Customer and Member County understand and agree that neither they nor any Participant will share in the Rebate monies collected from Manufacturers by AdvancePCS.

2.2 Remedies. In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay AdvancePCS such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay AdvancePCS by the due date any amount owing, AdvancePCS, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of AdvancePCS' obligations under or in connection with this Agreement with respect to such Member County or Customer, including AdvancePCS' obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due AdvancePCS from such Member County or Customer.

2.3 Pricing Changes. After the initial four years of this Agreement, AdvancePCS may change the fees applicable to the Consumer Card Program. AdvancePCS will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the

sixty-day notice period. Customer may object to an increase in fees by providing written notice to AdvancePCS at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. AdvancePCS may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

AdvancePCS will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. AdvancePCS will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by AdvancePCS to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain AdvancePCS' approval on such forms, and (ii) pay a reasonable charge, as established by AdvancePCS, for such materials if created or provided by AdvancePCS.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. AdvancePCS, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("Claims Information") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by AdvancePCS, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 Right to Audit Rebates. Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to AdvancePCS). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by AdvancePCS. The parties agree that an independent third-party auditor agreeable to Customer and AdvancePCS shall conduct such audit, and that such firm will sign an AdvancePCS confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with AdvancePCS (except the total aggregate amount due to Customer) will be treated as confidential to AdvancePCS and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at AdvancePCS' office where such records are located, during normal business hours, without undue

interference with business activities, and in accordance with reasonable audit procedures.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

5.1 Confidential and Proprietary Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party (“**Confidential Information**”), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by AdvancePCS, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of AdvancePCS, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, AdvancePCS will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 Proprietary to AdvancePCS. Member County and Customer acknowledge that the Formulary is proprietary to AdvancePCS. Further, all AdvancePCS databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in AdvancePCS’ Claims adjudication system and in all other databases developed by AdvancePCS or its designees in connection with performing Services including identifiers assigned by AdvancePCS, and the format of all

reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of AdvancePCS and are protected by copyright which shall be owned by AdvancePCS.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause AdvancePCS, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. AdvancePCS will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, ADVANCEPCS DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE ADVANCEPCS SYSTEM. ADVANCEPCS RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. ADVANCEPCS HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. ADVANCEPCS, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. ADVANCEPCS DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. Customer and Member County shall indemnify and hold harmless AdvancePCS and its officers, directors, employees, agents, successors, and assigns ("AdvancePCS Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by an

AdvancePCS Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the AdvancePCS Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. AdvancePCS shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively “**Customer Indemnitees**”) for, from and against any damages, costs, or attorney’s fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that AdvancePCS, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. AdvancePCS has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

AdvancePCS will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise AdvancePCS regarding its compliance with any applicable Law.

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall AdvancePCS be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

AdvancePCS (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

AdvancePCS does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of AdvancePCS, and AdvancePCS shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of one year from the Effective Date (the “**Initial Term**”), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 180 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt; or

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder.

f. By AdvancePCS, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) AdvancePCS determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to AdvancePCS must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
440 First Street, NW
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing
Fax No.: (202) 393-2630

9. MISCELLANEOUS.

9.1 Entire Agreement; Interpretation; Amendment; Counterparts. This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that AdvancePCS may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with AdvancePCS.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all

reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant AdvancePCS during the term of this Agreement, and any renewals hereof, the exclusive right to provide the Consumer Card Program to Member County and Customer. Member County and Customer further agree that, during the term of this Agreement, and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, AdvancePCS may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and AdvancePCS will not represent Customer's endorsement of any other programs or services which AdvancePCS may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. AdvancePCS shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. DEFINITIONS. The following terms and phrases, when capitalized, have the meanings set forth below.

a. **"AWP"** means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by AdvancePCS.

b. **"Change in Law"** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. **"Claim(s)"** mean those claims processed through the AdvancePCS on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. **"Covered Items"** mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

e. **"Law"** means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. **"Manufacturer"** means a pharmaceutical company that has contracted with AdvancePCS (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with AdvancePCS' Formulary Services.

g. “Maximum Allowable Cost (MAC)” means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in AdvancePCS’ pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

h. “Participant” means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. “Participating Pharmacy” means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with AdvancePCS. A list of Participating Pharmacies can be accessed via AdvancePCS’ Internet website, which is subject to change from time to time.

j. “Rebate(s)” means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer’s discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

**NATIONAL ASSOCIATION OF
COUNTIES**

ADVANCEPCS HEALTH, L.P.
By: **AdvancePCS Health Systems, LLC,**
its General Partner

By: _____
Larry E. Naake

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A
ADDITIONAL SERVICES

AdvancePCS will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. Customer-Specific Programming. If Customer or Member County requests services or changes to Services that require customized programming or systems work, AdvancePCS will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes AdvancePCS to perform such work, it will pay AdvancePCS the cost of performing such work at the programming rate set forth in Exhibit B.

**National Association of Counties
Effective August 1, 2004**

As consideration for the Services selected by Member County in accordance with the Agreement, Member County will pay to AdvancePCS the fees set forth below:

Administrative Fees

Per Processed Retail Claim	\$0.00
Per Processed Mail Claim	\$0.00

As consideration for the Consumer Card Program selected by Member County in accordance with this Agreement, Member County will pay to AdvancePCS 100% of the Rebates collected from Manufacturers pursuant to this Agreement.

Consumer Card Program Retail Network Rates¹

Brand:	AWP-13% + \$3.50 transaction fee or Usual & Customary
Generic:	AWP-13% + \$3.50 transaction fee, MAC + \$3.50 transaction fee or Usual & Customary

Mail Service Rates¹

Brand:	AWP-19% + \$1.00 dispensing fee
Generic:	AWP-50% + \$1.00 dispensing fee

Specialty Pharmacy Rates²

AWP-13% + \$3.50 dispensing fee

Other Fees

Section 1.6	- Card Issuance	No charge
Exhibit A(1)	- Customer Specific Programming	\$150.00/Hour

Note: Charges or Services not identified above will be quoted upon request.

1. All claims may be aggregated for purposes of this rate. Actual rates may vary by Participating Pharmacy. Certain retail and mail Claims may be excluded from these rates, including but not limited to (i) Select Generics, which are generic drugs that enter the market with supply limitations or competitive restrictions that limit marketplace competition and (ii) Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling.

2. This rate will apply to Claims for certain drugs filled by AdvancePCS SpecialtyRx, including but not limited to Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling. All Claims may be aggregated for purposes of this rate. Rates for such drugs may vary if filled by a pharmacy other than AdvancePCS SpecialtyRx. Certain drugs will be priced separately from, and not be subject to the contracted rate for prescription Claims due to, among other things, specialized manufacturer processes, limited availability or extraordinary shipping requirements.

Finance Charges. Invoices are assessed finance charges on the amounts not paid within the terms set forth on the invoice. The finance charge shall be in an amount equal to one and one-half percent per month, unless such rate exceeds the maximum rate allowable by applicable Law, in which case such amounts shall bear interest at the maximum legally allowable rate.

Contingency. All prices are contingent upon Member County's full adoption of AdvancePCS' Performance Drug List and formulary management and intervention programs.

Handling Costs. Customer or Member County is in all events responsible for any postage costs or other mailing and handling-related costs incurred by AdvancePCS in connection with the provision of Services or additional services, except as to costs associated with standard consumer card program materials that are shipped by bulk mail to Customer or Member County.

Taxes. It is the understanding of the parties that Participating Pharmacies shall collect from Participants all applicable taxes for Covered Items, and that AdvancePCS is not liable for the payment of applicable taxes. Any other taxes associated with the operation of Member County's Consumer Card Program are the responsibility of Member County.

ADVANCEPCS HEALTH, L.P.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective _____ is entered into by and between AdvancePCS Health, L.P. ("AdvancePCS") and Boone County ("Member County"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of August 1, 2004 (the "Agreement") among National Association of Counties ("Customer"), Member County, and AdvancePCS under which Customer has engaged AdvancePCS to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Customer and AdvancePCS, by their signatures hereto, accept and agree to MEMBER COUNTY's participation with the Agreement under the terms and conditions of the Agreement.

By signing this Managed Pharmacy Benefit Services Agreement for Member County, MEMBER COUNTY acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

ADVANCEPCS HEALTH, L.P. ^{VB}
By: AdvancePCS Health Systems, LLC,
its General Partner

NATIONAL ASSOCIATION OF COUNTIES

By: [Signature]
HOWARD A. MCLONE

By: [Signature]

Title: PRESIDENT

Title: Exec Dir

Date: 02/04/05

Date: 1-11-05

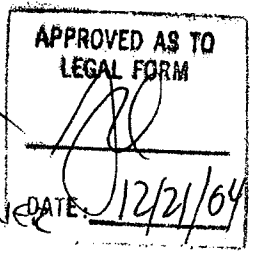
MEMBER COUNTY

BOONE COUNTY
Member County Name

By: [Signature]
KEITH SCHNARRE

Title: PRESIDING COMMISSIONER

Date: 30 DECEMBER 2004



AMENDMENT TO AGREEMENT

This amendment to agreement (this "**Amendment**") is made and entered into to be effective as of August 1, 2004 by and among National Association of Counties ("**Customer**"), counties that are members of the National Association of Counties ("**Member County**") and AdvancePCS Health, L.P. ("**AdvancePCS**").

RECITALS

- A. The parties have entered into that certain *Managed Pharmacy Benefit Services Agreement* dated August 1, 2004 (the "**Agreement**").
- B. The parties now desire to amend the Agreement, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated by reference, and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The Effective Date of the Agreement, August 1, 2004, is hereby replaced with "October 1, 2004." All references in the Agreement to the Effective Date shall be deemed a reference to October 1, 2004.
2. Section 1.8(c), Participant Authorizations and Disclosures, is hereby deleted and replaced with the following:

Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under the Agreement.

3. Section 5.1, Confidential and Proprietary Information, is hereby amended by adding the following:

Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Freedom of Information Law, insofar as disclosure is required by that Law. Member County shall provide (i) AdvancePCS with notice of its intent to disclose Confidential Information and (ii) an opportunity for AdvancePCS to object to such disclosure in accordance with Law. Furthermore, Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper. Information submitted to the Member County may be subject to disclosure under the Member County's applicable state Freedom of Information Law ("FOIL") and other Laws.

4. Section 6.3, Indemnity, is hereby deleted and replaced with the following:

To the extent permitted by applicable Law, Customer and Member County shall indemnify and hold harmless AdvancePCS and its officers, directors, employees, agents, successors, and assigns ("**AdvancePCS Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by an AdvancePCS Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the AdvancePCS Indemnitee has acted in a manner that is consistent with the Agreement and applicable standards of care. AdvancePCS shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "**Customer Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that AdvancePCS, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable

standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with the Agreement, the Consumer Card Program and applicable standards of care. However, nothing in the Agreement, as hereby amended, is to be construed as a waiver of governmental immunity as offered by the court or state law.

5. Section 9.8, Exclusivity, is hereby amended and restated as follows:

Exclusivity. Member County and Customer hereby grant AdvancePCS during the term of the Agreement, and any renewals hereof, the exclusive right to provide the Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Services provided under this Agreement. Member County and Customer further agree that, during the term of the Agreement, and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under the Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of the Agreement. In the event of a breach of this Section by Member County or Customer, AdvancePCS may terminate the Agreement. By entering into the Agreement, Customer does not endorse, and AdvancePCS will not represent Customer's endorsement of any other programs or services which AdvancePCS may offer to a Member County or Participant.

6. Ratification. The Agreement, as amended hereby, constitutes the entire understanding and obligation of the parties with respect to the subject matter hereof and supercedes any prior agreement, writings, or understandings, whether oral or written. This Amendment may be executed in several counterparts, all of which taken together constitute a single agreement between the parties. Except as modified and amended by this Amendment and to the extent not inconsistent therewith, all terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified, affirmed and approved. Except as expressly provided herein, all capitalized terms used in this Amendment shall have the meaning set forth in the Agreement.

The parties have caused this Amendment to be executed by their duly authorized officers or representatives.

NATIONAL ASSOCIATION OF COUNTIES

ADVANCEPCS HEALTH, L.P.

**By: AdvancePCS Health Systems, LLC, its
General Partner**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

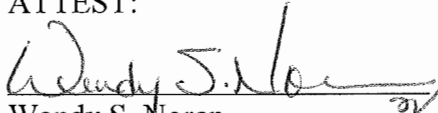
December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 30th day of December 20 04
 the following, among other proceedings, were had, viz:

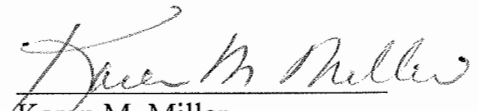
Now on this day the County Commission of the County of Boone does hereby approve the Medical Examiner Agreement with the Curators of the University of Missouri. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 30th day of December, 2004.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

AGREEMENT

535-2004

THIS AGREEMENT, made and entered into this 1st day of January 2005, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, for and on behalf of the University of Missouri Health Sciences Center, Department of Pathology & Anatomical Sciences (hereinafter referred to as the "University") and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri (hereinafter referred to as the "County".)

WITNESSETH

WHEREAS the County requires the services of physicians to perform the duties of County Medical Examiner for Boone County, and support services for the office of Medical Examiner; and

WHEREAS the University has available the services of a physician licensed in the State of Missouri and board certified in forensic pathology, and capability to provide support services:

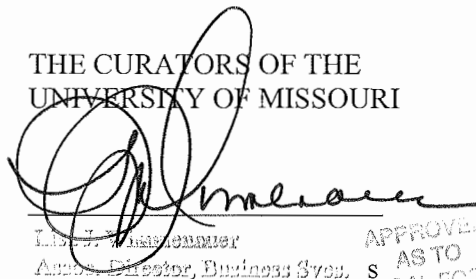
NOW THEREFORE, it is mutually agreed as follows:

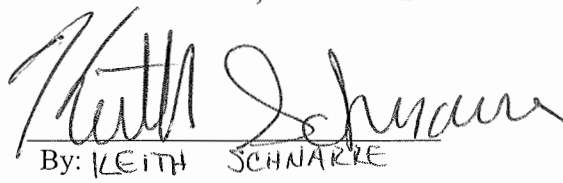
1. The University will make a physician licensed as above available to the County to perform the services of County Medical Examiner. This service shall be provided by Dr. Valerie Rao, M.D., unless an alternate designee is named by mutual agreement of the County and the Chair of Pathology.
2. The University shall provide support services per Addendum A attached.
3. The term of this agreement shall be for a period of 12 months commencing on the 1st day of January 2005 and ending on the 31st day of December, 2005.
4. Either the University or the County may terminate this agreement by giving 30 days prior written notice.
5. The County shall pay the University at the rate detailed in Addendum B for the services provided. The sum shall be paid in equal monthly installments of \$13,309.75.
6. The County shall provide Medical Examiner Coverage under it's Public Official Errors and Omissions insurance policy; however, the County does not warrant that such policy will provide medical malpractice coverage or agree to indemnify for such claims.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year stated above.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

BOONE COUNTY, MISSOURI

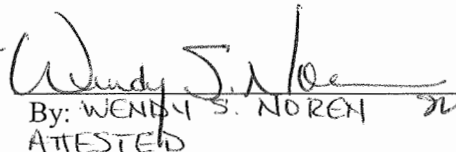

 Linda J. Zimmerman
 Assoc. Director, Business Svcs.


 By: KEITH SCHNARRE


CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jane Pitchford by KF 12/22/04
Auditor Date


 By: WENDY S. NOREN
 ATTESTED

Pending Commission adoption of FY2005 budget
1280-71101 \$134,717.00 1280-86300 \$25,000.00

APPROVED AS TO
LEGAL FORM

DATE: 12/14/04

9100745A
BOONE COUNTY
MEDICAL EXAMINER SVCS

MW
1/20/05

ADDENDUM A

This addendum defines the Medical Examiner Support Services that provide a Chief Death Investigator to supervise services for Boone County and the duly appointed Boone County Medical Examiner in the performance of duties of such office as prescribed by law.

1. Provision and supervision of adequate qualified personnel to provide death investigation services in Boone County under the direction of the Medical Examiner 365 days per year, 24 hours per day.
2. Death investigation services including, but not limited to, taking telephone reports of deaths, scene investigations and arrangement for body transport conducted under policies and procedures established by the Medical Examiner; handling and maintaining bodies and personal effects before and after external examination or autopsy under policies and procedures established by the Medical Examiner; assisting the Medical Examiner in the conduct of autopsies as directed by the Medical Examiner, preparation of required regulatory reports in connection with deaths as required by the Medical Examiner, and performing such other duties as the Death Investigator shall be authorized, or required to perform by the Medical Examiner in the performance of his/her duties in office.
3. Supply office materials and supplies, utilities, training, telephones, cell phones, pagers, and answering service.
4. Calls/pages for body removal shall be answered within fifteen (15) minutes, at which time arrangements will be made regarding location and removal of the body.
5. Provide direction and arrangements for the proper transportation.
6. Ensure that all bodies transported pursuant to this agreement shall be properly identified with the deceased person's name, if known.
7. Comply with all applicable standards and requirements adopted by the Board of Health.
8. Dispose of all disposable supplies and bio-hazardous materials used in, or remaining from, transporting deceased individuals in a manner consistent with OSHA guidelines and all other applicable environmental codes, statutes, resolutions and ordinances of the United States, The State of Missouri, Boone County, Missouri, and the City of Columbia, Missouri.
9. Provide morgue facilities and equipment suitable for the performance and conduct of autopsies and for the refrigerated storage of bodies necessary for the satisfactory performance of the duties of the office of Medical Examiner.
10. Provide administrative and office support for the office of the Medical Examiner, including maintenance and administration of the Medical Examiner's annual budget, maintenance and preparation of statistics, reports and such other secretarial and clerical services, as are required by and budgeted for the Medical Examiner.

11. The University shall be responsible for all expenses and overhead necessary in performing the obligations of Medical Examiner Support Services, including all office and administrative expenses, payroll, employee benefits, and employer required taxes and contributions for employees hired by the Contractor
12. The University, under the direction of the Medical Examiner, shall keep all official records as required by law and subject to any lawful privilege of confidentiality or other lawful privilege, make such records available to the Boone County Commission, Boone County Auditor, any independent outside auditor appointed by the County for internal audit purposes and to the general public under applicable open meetings and records law.
13. The University shall provide quarterly reports to the county in order to track services provided.

Addendum B

14. The University will bill Boone County, the annual sum of \$159,717.00 for all services performed by the Medical Examiner's office.
 - a. This shall include:
 - i. Medical Examiner's office support services, i.e. Death Investigator, Forensic technician, clerical staff, etc. \$80,961.00
 - ii. All related testing & services, i.e. x-rays, toxicology, etc. \$25,000.00
 - iii. Services of licensed physician described in section one to serve as Medical Examiner \$53,756.00
 - b. Monthly billing will be \$13,309.75

FY2005

12/18/04

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

DATE

1006

University of Missouri-Columbia AR

VENDOR NO.

VENDOR NAME

PHONE #

P.O. Box 807012

Kansas City

MO

64180-7012

ADDRESS

CITY

STATE

ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain): Comm Order
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

To: County Clerk's Office

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Comm Order # 535-2004

Return to Auditor's Office

Ship to Department #

Bill to Department #

Department				Account				Item Description	Qty	Unit Price	Amount
1	2	8	0	8	6	3	0 0	Jan05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0 1	Jan05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0 0	Feb05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0 1	Feb05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0 0	Mar05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0 1	Mar05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0 0	Apr05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0 1	Apr05 Medical Examiner Services			11,226.42

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Requesting Official

Auditor Approval

Department				Account					Item Description	Qty	Unit Price	Amount
1	2	8	0	8	6	3	0	0	May05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0	1	May05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0	0	Jun05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0	1	Jun05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0	0	Jul05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0	1	Jul05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0	0	Aug05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0	1	Aug05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0	0	Sep05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0	1	Sep05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0	0	Oct05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0	1	Oct05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0	0	Nov05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0	1	Nov05 Medical Examiner Services			11,226.42
1	2	8	0	8	6	3	0	0	Dec05 Medical Examiner Testing			2083.33
1	2	8	0	7	1	1	0	1	Dec05 Medical Examiner Services			11,226.42
									Total			159,717.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

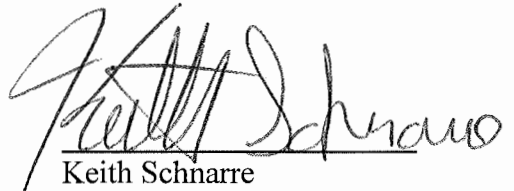
In the County Commission of said county, on the 30th day of December 20 04

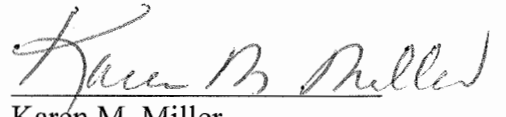
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request from the Boone County Sheriff's Department to:

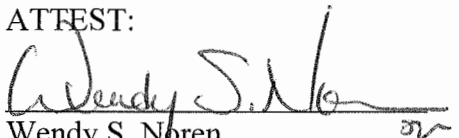
- Moving the Correction Captain (class code 4022) to the same pay range as the Captain position (class code 4002)
- The Correction Captain position will be moved to pay range 51 effective January 1, 2005
- Deleted the Corrections Major position (class code 4021) and move the current incumbent in that position to Corrections Captain position

Done this 30th day of December, 2004.


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

ATTEST:

 Wendy S. Noren
 Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned Term. 20 04

County of Boone

In the County Commission of said county, on the

30th day of December 20 04

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

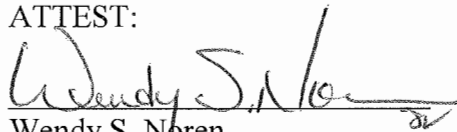
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1121-37210: County Commission – Training/Schools	\$500.00	
1121-71100: County Commission – Outside Services		\$500.00

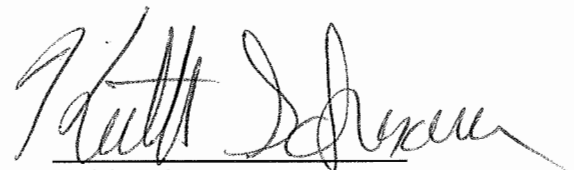
Said budget revision is for partial grant matching funds for the Boone County Community Partnership – Coordinated Public Transportation Needs Assessment through the Missouri Department of Transportation.

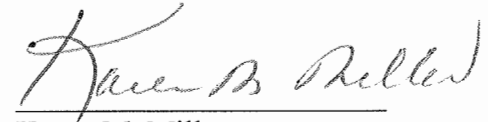
The County Commission of the County of Boone does hereby approve the Grant Funding Agreement for Boone County Community Partnership – Coordinated Public Transportation Needs Assessment. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.


Done this 30th day of December, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

BOONE COUNTY, MISSOURI

REQUEST FOR BUDGET REVISION

12/28/04
DATE

RECEIVED
JAN 0 3 2005
BOONE COUNTY AUDITOR

2004 125
FOR AUDITORS USE

537-2004

Department				Account					Account Title (or managerial code)	Transfer From (Decrease)	Transfer To (Increase)
1	1	2	1	3	7	2	1	0	Training Schools	\$500.00	
1	1	2	1	7	1	1	0	0	Outside Services		\$500.00

Explanation:
Please see attached memo from *commissioner's office*

Boone County Community Partnership -
Coordinated Public Transportation Needs
Assessment Grant - partial match

Cathy D Richards

Originating Office
[Signature]

PRESIDING COMMISSIONER

[Signature]

Karen B Miller

DISTRICT I COMMISSIONER

[Signature]

Approved - Auditor
[Signature]

DISTRICT II COMMISSIONER

From: Karen Miller
To: Elkin, Skip; Gragg, Carol; Richards, Cathy
Date: 12/23/04 1:26PM
Subject: Re: Meeting on Monday

okay with me.
KMM

Karen M. Miller
District I Commissioner
Boone County MO
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4308
kmiller@boonecountymo.org

>>> Skip Elkin 12/23/04 12:42PM >>>

Steve Tatlow-Community Partnership would like to update us on the funds he has raised thus far regarding the Coordinated Transportation System MODOT Grant. Could we put him right after our PW Works Session on Monday at 2:30? Shouldn't take but 20 minutes. Is that ok with everyone?? If so, Carol, could you post it?

Skip Elkin
Northern (District II) Commissioner
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201-7732
1.573.886.4305
selkin@boonecountymo.org

CC: Schnarre, Keith

From: Cathy Richards
To: Karen Frederick
Date: 12/27/04 3:44PM
Subject: Fwd: Budget Revision

Let me know what I should do...

>>> Skip Elkin 12/27/04 03:37PM >>>

Today, the Commission agreed in making a \$500 investment in the Boone County Community Partnership Coordinated Transportation Needs Assessment. This \$500 will be used as part of a 20 percent match (\$12,500) MODOT Grant for transportation study (needs assessment). The \$12,500 will be from a multitude of sources including municipalities, non-profits and private organizations. We have identified the source of revenue from revenues not spent out of the Commission Budget under Computer Training.

Please prepare a budget revision and appropriate documentation for a first reading tomorrow evening. Shawna will have this posted on the agenda. Thanks.

Skip Elkin
Northern (District II) Commissioner
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201-7732
1.573.886.4305
selkin@boonecountymo.org

12/28/2004

FY 2004
Budget Amendments/Revisions
Commission Office (1121)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
1	4/20/2004	1123-86800	Emergency		1,335	Commission chambers desk
		1121-91100	Furniture & Fixtures	1,335		
2	10/27/2004	84300	Advertising		200	Cover class 7
		71000	Insurance & Bonds	100		
		71600	Equip Lease & Meter Charge	100		
3	12/28/2004	37210	Training/Schools		500	BoCo Community Partnership transportation grant - partial match
		71100	Outside Services	500		

GRANT FUNDING AGREEMENT

2005 PA

This agreement is entered into effective the 5th day of January, 2004, by Boone County, Missouri, through its County Commission (County), and the Boone County Community Partnership (Agency).

WHEREAS, Agency has submitted a section 5313 Grant Study Proposal with the Missouri Department of Transportation for a Coordinated Public Transportation Needs Assessment within Boone County, and

WHEREAS, the Missouri Department of Transportation requires local governments to provide matching funds for the grant in order to make an award to the recipient and Boone County is willing to make a contribution in funding the grant study.

NOW THEREFORE, the parties agree to the following:

1. The County shall contribute five hundred dollars (\$500.00) in matching funds for the Coordinated Public Transportation Needs Assessment for Boone County; the County contribution shall be payable in accordance with the requirements of the Grant documents in the event that the Missouri Department of Transportation awards the grant study to Agency.
2. The Agency agrees to comply with all grant requirements and to provide County a copy of the final study report upon completion of the grant study work.
3. County funding is contingent on award of the grant and payment of the County's contribution during County Fiscal Year 2005; in the event the grant is not awarded to Agency, then such event this agreement on County's part shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement by their authorized representatives effective on the day and year first above written.

BOONE COUNTY, MISSOURI
By [Signature]
Keith Schmarre, Presiding Commissioner

BOONE COUNTY COMMUNITY PARTNERSHIP
By [Signature]
Linda Green, Executive Director

Attest:
[Signature]
Wendy S. Noren, County Clerk

Approved As To Legal Form:
[Signature]
County Counselor

AUDITOR CERTIFICATION
In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year of 2004.

Signature	<u>[Signature]</u>	Date	<u>12/30/2004</u>	Appropriation Account	<u>1121-71100</u>
	<u>Pending budget revision approval.</u>				

12/30/04

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

DATE

12/30/04

Boone County
Community Partnership

573-256-1890

VENDOR NO.

VENDOR NAME

PHONE #

601 E Business Loop 70 W
ADDRESS

Columbia
CITY

To: County Clerk's Office

Comm Order # 537-2004

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

Return to Auditor's Office

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

RECEIVED

DEC 30 2004

#

(Enter Applicable Bid / Sole Source / Emergency Number)

BOONE COUNTY AUDITOR

Bill To Department #

Ship To Department #

Department				Account				Item Description	Qty	Unit Price	Amount
1	1	2	1	7	1	1	0 0	Payment to Community Partnership for traffic study/MO DOT			\$500.00
											\$500.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Cathy D. Richard
Requesting Official

Auditor Approval

From: Karen Miller
To: Elkin, Skip; Gragg, Carol; Richards, Cathy
Date: 12/23/04 1:26PM
Subject: Re: Meeting on Monday

okay with me.
KMM

Karen M. Miller
District I Commissioner
Boone County MO
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4308
kmiller@boonecountymmo.org

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Skip Elkin
Northern (District II) Commissioner
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201-7732
1.573.886.4305
selkin@boonecountymmo.org

CC: Schnarre, Keith

From: Cathy Richards
To: Karen Frederick
Date: 12/27/04 3:44PM
Subject: Fwd: Budget Revision

Let me know what I should do...

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Please prepare a budget revision and appropriate documentation for a first reading tomorrow evening. Shawna will have this posted on the agenda. Thanks.

Skip Elkin
Northern (District II) Commissioner
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201-7732
1.573.886.4305
selkin@boonecountymmo.org

12/28/2004

FY 2004
Budget Amendments/Revisions
Commission Office (1121)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
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		71600	Equip Lease & Meter Charge	100		
3	12/28/2004	37210	Training/Schools		500	BoCo Community Partnership transportation grant - partial match
		71100	Outside Services	500		

GRANT FUNDING AGREEMENT

This agreement is entered into effective the _____ day of _____, 2004, by Boone County, Missouri, through its County Commission (County), and the Boone County Community Partnership (Agency).

WHEREAS, Agency has submitted a section 5313 Grant Study Proposal with the Missouri Department of Transportation for a Coordinated Public Transportation Needs Assessment within Boone County, and

WHEREAS, the Missouri Department of Transportation requires local governments to provide matching funds for the grant in order to make an award to the recipient and Boone County is willing to make a contribution in funding the grant study.

NOW THEREFORE, the parties agree to the following:

- 1. The County shall contribute five hundred dollars (\$500.00) in matching funds for the Coordinated Public Transportation Needs Assessment for Boone County; the County contribution shall be payable in accordance with the requirements of the Grant documents in the event that the Missouri Department of Transportation awards the grant study to Agency.
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- 3. County funding is contingent on award of the grant and payment of the County's contribution during County Fiscal Year 2005; in the event the grant is not awarded to Agency, then such event this agreement on County's part shall be null and void.

IN WITNESS WHEREOF the parties have executed this agreement by their authorized representatives effective on the day and year first above written.

BOONE COUNTY, MISSOURI
By _____
Keith Schnarre, Presiding Commissioner

BOONE COUNTY COMMUNITY PARTNERSHIP
By _____
Linda Green, Executive Director

Attest:

Wendy S. Noren, County Clerk

Approved As To Legal Form:

County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year of 200~~4~~⁴

Signature	<i>June Patchford by KCF</i>	Date	<i>12/30/2004</i>	<i>1121-71100</i>
	<i>Pending budget revision approval.</i>			Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

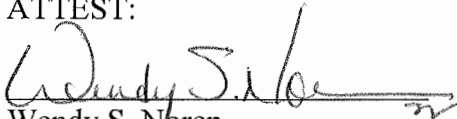
In the County Commission of said county, on the 30th day of December 20 04

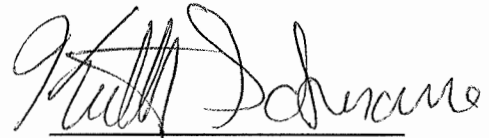
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached 2005/2006 Commission Assignments.

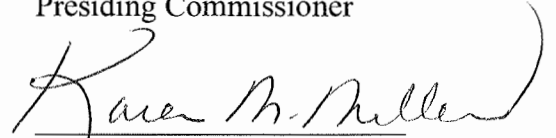
Done this 30th day of December, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Keith Schnarre
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Boone County Commission

2005 COMMISSION ASSIGNMENTS

Revised 12/27/04

<p><u>ALL</u></p> <p>Appointments of Boards & Commissions Board of Equalization (BOE) Budget Approval Central Missouri Development Council Membership Commission Budget Coordination Commission/City Council Mtgs. County Commissioner Association (CCAM) Farm Bureau Smart Growth Coalition West Central Commissioner's Association</p> <p>Work Sessions: David Mink – Public Works Melinda Bobbitt – Purchasing Michael Mallicoat - Information Technology Stan Shawver – Planning & Building Betty Dickneite- Human Resources</p>	<p><u>KAREN M. MILLER</u></p> <p>Boone County Council on Aging Bo. Co. Fire Protection District Convention & Visitors Bureau (C&V) Extension Council Health Trust Committee (HTC) Federal Emergency Management Agency (FEMA) Information Technology (IT) Judicial & Law Enforcement Task Force Local Emergency Planning (LEPC) EMS Committee Civil Defense Joint Communications (JCIC) Disaster Plan On-Site Wastewater Board of Review Planning & Building – Liaison Board of Adjustments (BOA) Building Code of Appeals Building Code Commission Records Preservation Mid Missouri Regional Planning Commission MM(RPC) So. Bo. Co. Fire Protection District Storm Water Management Bonne Femme Policy Committee Two Mile Prairie Study</p>
<p><u>KEITH SCHNARRE</u></p> <p>Airport Advisory Bluffs Boone County Board of Health Condo Board Boone Hospital Center Board CATSO Columbia Chamber of Commerce Board Community Partnership Board Energy & Environment Financial Signing Official MAC Public Works Road & Bridge Advisory Space Study Committee Staff Liaison – Commission Office Soil & Water Tourism Council Workforce Investment Act (WIA)</p>	<p><u>SKIP ELKIN</u></p> <p>Board of Parks Commission Boone County Group Homes (BCGH) Boone County Regional Sewer Dist (BCRSD) Boone County Solid Waste Executive Board Community Services Advisory Commission Fairgrounds Human Resources Industrial Development Authority (IDA) Judicial/Law Enforcement/ Courts Mental Health Board Purchasing REDI Senior Board</p>

COLUMBIA FIRE DEPARTMENT
201 ORR ST.
COLUMBIA, MO. 65201
573-874-7556

PERMIT

PERMIT TYPE: FIREWORKS


PERMIT #: 2004-00330

LOCATION: 801 WALNUT ST E-CO Apt/Suite/Lot:
DATE OF ISSUE: 12/29/04 TIME ISSUED: 10:00 EXPIRATION DATE: 01/01/05
PERMIT ISSUED TO: SEELEY, PATRICK
HOME PHONE #: 816-350-1882 CELL PHONE #:


Business Name: BOONE COUNTY GOVERNMENT CENTER
Business Address: 801 WALNUT ST E-CO
City: COLUMBIA
State: MISSOURI Zip Code: 65201
Business Phone #:
Business Contact Person:
Comments:

COMMENTS:

Annual permit approved based on documentation provided adhering to NFPA standards. Proper licenses, inventory, and program submitted. Agreed to use plywood under fireworks to prevent damage to membrane roof of the court house.



SAPP, STEVE E
PERMIT ISSUED BY



PERMIT RECIEVED BY
KEITH SCHNARRE

Fireworks st
Dec 31

To- Steve Sapp

From- Pat Seeley - Premier Pyrotechnics.

Pages- 4 (including this one)

12/16/04

MO State Licenses for First Night.

Mary Gillette

Richard Ash

BOB HOLDEN
Governor

CHARLES R. JACKSON
Public Safety Director

WILLIAM FARR
State Fire Marshal



240 E. MacDuffly Street
Mailing Address: P.O. Box 844
Jefferson City, MO 64102-2844
Telephone: 573-751-2900
Fax: 573-751-1700
E-Mail: pres@dfsp.state.mo.us

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE SAFETY

August 25, 2004

To Whom It May Concern:

This letter is to certify that Richard Ash, Kansas City, Missouri, has made application for a Licensed Operator (Outdoor) NFPA 1123 with the Division of Fire Safety under the provision of the emergency rule.

This letter is to serve as documentation of the license until said license is received in the mail.

Should any questions be asked due to the authenticity of this letter, please have officials contact the Missouri Division of Fire Safety, 800-877-5688, and ask for Michelle.

Sincerely,

William Farr
State Fire Marshal
Division of Fire Safety

WF/mm



Missouri Division of Fire Safety
Fireworks Unit
P.O. Box 844
Jefferson City, MO 65102

Pyrotechnic Display Operator License


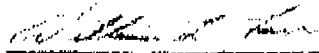
Special Effects/ Proximate (NFPA Standard 1126)

Dear Operator,

You have been approved as a Pyrotechnic Display Operator by the Missouri State Fire Marshal. Receipt of this license verify's that the holder meets the necessary qualifications as defined in Missouri State Statute 320.126 RSMo., Code of State Regulation 11 CSR 40-3.010 and NFPA Standard 1126.

For your convenience a wallet size license is also enclosed. When conducting a display one of these documents is required to be carried with you and presented upon request.

If you have any questions please contact this office at (573) 751-2930 or e-mail firesafe@dps.mo.gov.

	Missouri Department of Public Safety	
	Missouri Division of Fire Safety PO Box 844 * Jefferson City, MO 65102	
Licensed Pyrotechnic Display Operator		
Performs duties as a Pyrotechnic Display Operator as authorized by the Missouri State Fire Marshal, 320.126 RSMo, 11 CSR 40-3.010 and NFPA 1126.		
Name:	John M. Glass	
License Number:	31	
Issued:	8/27/2004	Expires: 8/27/2007
State Fire Marshal		



Missouri Division of Fire Safety
Fireworks Unit
P.O. Box 844
Jefferson City, MO 65102

Fireworks Display Operator License


Outdoor Fireworks (NFPA Standard 1123)

Dear Operator,

You have been approved as a Fireworks Display Operator by the Missouri State Fire Marshal. Receipt of this license verify's that the holder meets the necessary qualifications as defined in Missouri State Statute 320.126 RSMo., the Code of State Regulation 11 CSR 40-3.010 and NFPA Standard 1123.

For your convenience a wallet size license is also enclosed. When conducting a display one of these documents is required to be carried with you and presented upon request.

If you have any questions please contact this office at (573) 751-2930 or e-mail firesafe@dps.mo.gov.

	Missouri Department of Public Safety	
	Missouri Division of Fire Safety PO Box 844 * Jefferson City, MO 65102	
Licensed Fireworks Display Operator		
Performs duties as a Fireworks Display Operator as authorized by the Missouri State Fire Marshal, 320.126 RSMo, 11 CSR 40-3.010 and NFPA 1123.		
Name:	John M. [Signature]	
License Number:	[Signature]	
Issued:	8/27/2004	Expires: 8/27/2007
State Fire Marshal: <i>[Signature]</i>		



Our Mission...
"A Dedication to Pyrotechnic Perfection"

Columbia, Missouri - "First Night 2005"

December 31 - January 1, 2005

Fireworks Proposal

Program Objective: To highlight the Children's parade and Midnight Celebration event with dazzling pyro interludes creating spectator enthusiasm and excitement, and generating crowd event participation. The proposed pyro programs in this program will act as "supporting" special events in conjunction with the "Columbia First Night 2005" agenda. Each pyrotechnic and sequence is designed in conformance with NFPA 1126 & NFPA 1123 (National Fire Protection Association) Safety Standards for 1.4G Theatrical and Proximity Pyrotechnics and 1.4G D display Fireworks, and in accordance with Authority Having Jurisdiction - the City of Columbia Missouri Fire Department and Missouri safety and fire codes.

Program Strategies:

Children's Parade Fireworks Finale: (8:00 - 9:00 PM)

With enforcement of appropriate restrictive safety clearance areas by the City of Columbia and the approval of the AHJ, several theatrical and display fireworks sequences will be initiated from the top of the Boone County Court House Annex (wings) and Boone County Government Center Building. All pyrotechnic effects will be choreographed to a children's musical medley soundtrack.

Approx. show duration - 5-7 Minutes.

New Years Midnight Celebration; (12 Midnight - 12:20 PM)

With enforcement of appropriate restrictive safety clearance areas by the City of Columbia and the approval of the AHJ, several theatrical and display fireworks sequences will be initiated from the top of the Boone County Court House Annex (wings) and Boone County Government Center Building. All pyrotechnic effects will be choreographed to a New Year's musical medley soundtrack.

Approx. show duration - 12-15 Minutes

Corporate Office:
P.O. Box 487
Richland, MO 65556
888-647-6863
Fax 417-453-6339
email: premier@premierpyro.com

Northern Region:
305 Lewis & Clark Tr.
Yankton, SD 57078
605-665-4482 voice and fax
email: northern@premierpyro.com

Midwest Region
202 N.W. Redwood Ct.
Lees Summit, MO 64064
816-350-1882 voice and fax
email: midwest@premierpyro.com

www.premierpyro.com



Our Mission...
"A Dedication to Pyrotechnic Perfection"

Columbia, Missouri - "First Night 2005"
December 31 - January 1, 2005
Fireworks Proposal

Fireworks Proposal will include:

- \$5,000,000.00 General Liability Insurance (please notify us on additional insured parties).
- All required city, county and state permits and licenses.
- 3-4 Lead Pyrotechnicians responsible for complete turn-key electronic program servicing
- Account/Sponsor post show review and program cleanup.

Fireworks Product Listing:

Refer to Invoice # 4040

Corporate Office:
P.O. Box 487
Richland, MO 65556
888-647-6863
Fax 417-453-6339
email: premier@premierpyro.com

Northern Region:
305 Lewis & Clark Tr.
Yankton, SD 57078
605-665-4482 voice and fax
email: northern@premierpyro.com

Midwest Region:
202 N.W. Redwood Ct.
Leas Summit, MO 64064
816-350-1882 voice and fax
email: midwest@premierpyro.com

www.premierpyro.com

Certificate of Insurance

958027

Issue Date: 10/15/2004

PRODUCER Combined Specialties International, Inc 1502 Tamarack Village Suite 119 Woodbury Minnesota 56125	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE: INSURER A: Underwriters Lloyd's of London INSURER B: INSURER C: INSURER D:
--	--

COVERAGE:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY. IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER THAN AN INSURED MAY ASSERT A CLAIM OR BRING ANY ACTION. 2) SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 3) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTERS AGENT(S) OR BY ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMANCE OR EXECUTED BY THE NAMED INSURED. 4) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS INCLUDING THOSE RELATING TO PROPER DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT
A	GENERAL LIABILITY CLAIMS MADE	1080096513004	August 15, 2004	August 15, 2005	EACH ACCIDENT: \$5,000,000 MEDICAL EXP. (per person): \$5,000 PROLEGAL LIABILITY: \$50,000 GENERAL AGGREGATE: \$5,000,000 PRODUCTS-COMPLIANCE AGG: \$5,000,000 COMBINED SINGLE (10/15/200-2000): \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (per person): \$ BODILY INJURY (per accident): \$ PROPERTY DAMAGE (per person): \$
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT: \$ AGGREGATE: \$ WC STATUS - OTHER TOUR LIMITS: \$ E.L. EACH ACCIDENT: \$ E.L. DISEASE-EA EMPLOYER: \$ E.L. DISEASE-POLICY LIMIT: \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATION/INVESTIGATIONS/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 First Night Columbia, Inc., County of Boone; Boone County Commission and City of Columbia are Additional Insureds as respects the December 31, 2004 limit of 2005 Fireworks Display at Boone County Courthouse Square, Columbia, MO

CERTIFICATE HOLDER First Night Columbia, Inc. Attn: Karen Flattery P.O. Box 6015 Columbia, MO 65205	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
--	--

Invoice

Premier Pyrotechnics, Inc.

PO Box 487
 Richland, MO 65556
 office 417-453-6765
 fax 417-453-6339

Date	Invoice #
11/8/2004	404

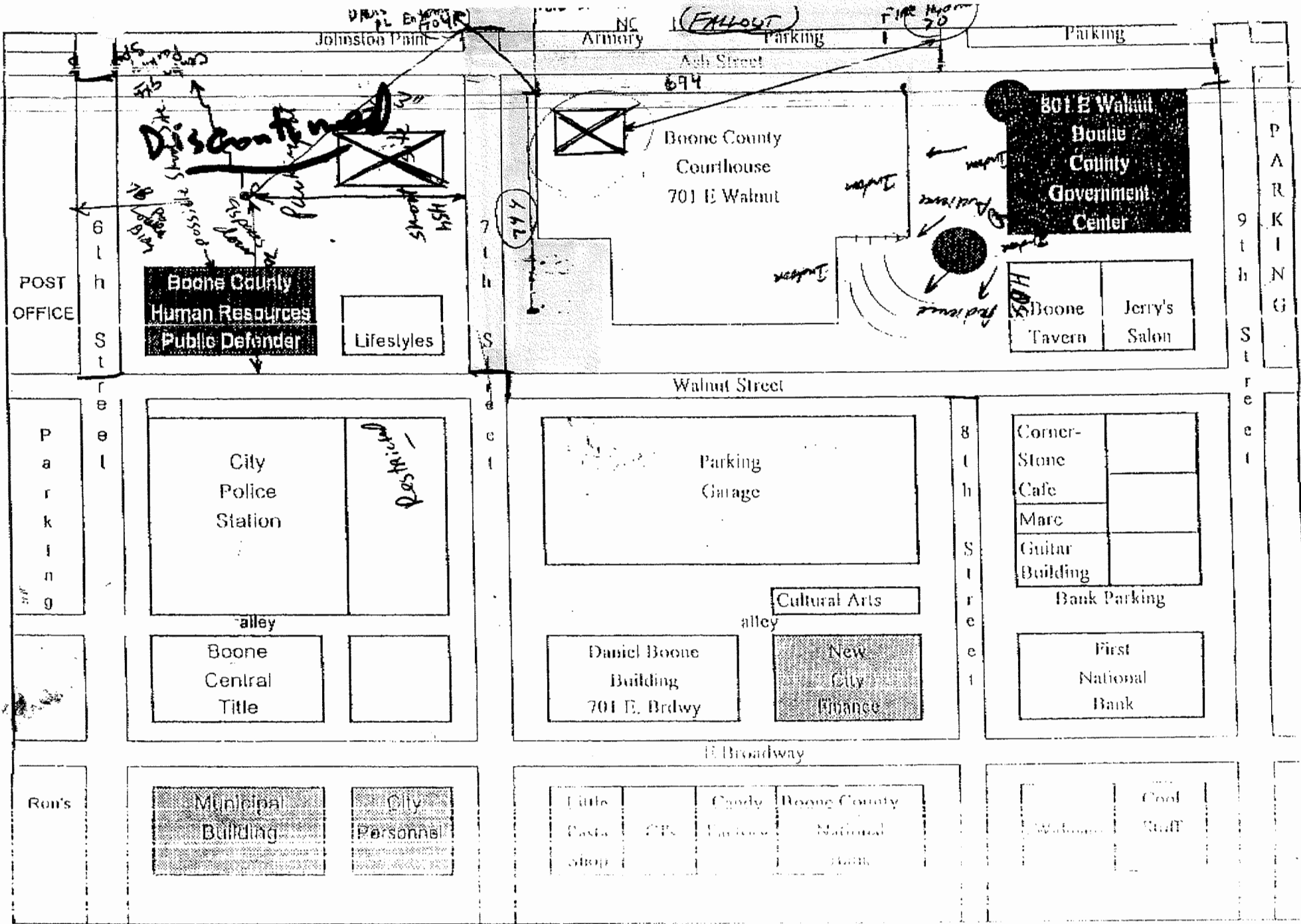
Bill To
Columbia Parks & Rec. C/O Karen Ramey PO Box 6015 Columbia, MO 65205

Ship To
Columbia Parks & Rec. C/O Karen Ramey PO Box 6015 Columbia, MO 65205

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Projec
	Due on receipt	PS	12/31/2004	Shoot Show	Columbia	

Quantity	Item Code	Description	Price Each	Amount
4	A50S2"ACM	50 Shot 2" Assorted Color Mixed with Tail	75.00	300.00
2	A8X52"BSBM	2" 8X5 Blue Shell Brocade Mines	65.00	130.00
3	A150S1.5"TS	150 Shot 1.5" Titanium Salute	85.00	255.00
3	A52SPS	52 Shot Poisonous Spider	48.00	144.00
4	A25S1.5"B8	25 Shot 1.5" Big Eight 4/1	74.00	296.00
4	A49S1.25"CCC	49 Shot 1.25" Color Crackling Chrysanthemum	35.00	140.00
4	A100SCS	100 Shot Colorful Salute	62.00	248.00
2	A150S1.5"FM	150 Shot 1.5" Flower Mines	83.00	166.00
4	A100S1"GS	100 Shot 1" Green Scenery	71.00	284.00
2	A8X52"GSBM	2" 8X5 Green Strobe & Brocade Mine	85.00	170.00
4	A25S1.5"HS	25 Shot 1.5" Happy Stars 4/1	76.00	304.00
4	A100S1"PS	100 Shot 1" Purple Scenery	25.00	100.00
2	A150S1.5"RCC	150 Shot 1.5" Red Crackling Crossette	67.00	134.00
2	A300S1"SW	300 Shot 1" Silver Whirl	80.00	160.00
2	A8x5SW	8 X 5 Silver Whirl 2/1	50.00	100.00
2	A100S2"VC	100 Shot Variety Crossette	74.00	148.00
4	A25S1.5"WB	25 Shot 1.5" Whistling Birds 4/1	14.00	56.00
2	A150S1.5"WGS	150 Shot 1.5" White Glittering Stars	85.00	170.00
3	A8S2"CT	8 Shot 2" Crackle Tail	10.00	30.00
31	AGGCI	Grass Green Comet with Igniter	8.00	248.00
31	ALGCI	1.5" Lemon Gold Comet with Igniter	8.00	248.00
31	ARCI	1.5" Red Comet with Igniter	8.00	248.00
32	AWCI	1.5" White Comet with Igniter	8.00	256.00
32	APCI	Purple Comet with Igniter	8.00	256.00
41	AVMI	1.5" Formex Variegated Mines with Igniter	8.00	328.00
155	A2.5"PAS	2.5" Premier Assorted Shell	3.00	465.00
3	A2.5"TS	2.5" Titanium Salute	3.00	9.00
20	A2.5"PCCS	2.5" Finale Chain - Color & Salute	3.00	60.00
5	A3"PAS	3" Premier Assorted Shell	32.00	160.00
4	Indoor Pyro.	Strobe Flares 15 or 20 sec	4.95	19.80
8	Indoor Pyro.	Falls 1 w/10,15 or 30 sec	6.00	48.00
4	Indoor Pyro.	Gerb 1 (15 sec Max Duration)	6.00	24.00
15	A.75"RCI	.75" Red Comet with Igniter	6.00	90.00
4	Indoor Pyro.	Saxon	6.00	24.00
			30.00	

Total



Handwritten note: [Symbol] Respective multi-street sides



DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 56), you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICE" on back.

DEPT/ATF CORRESPONDENCE TO	CHIEF, NATIONAL FIREARMS CENTER ATF 2500 CENTURY PARKWAY, SUITE 400 ATLANTA, GA 30348	EXPIRATION DATE	[REDACTED]
NAME	PREMIER PYROTECHNICS INC.	EXPIRATION DATE	[REDACTED]
TYPE OF LICENSE OR PERMIT	51-IMPORTER OF FIREARMS (DISPLAY)	EXPIRATION DATE	[REDACTED]
CENTRAL LICENSING CENTER	<i>[Signature]</i>	EXPIRATION DATE	[REDACTED]
PURCHASING CERTIFICATION	I certify that this is a true copy of all licenses/permits issued to me to engage in the activity specified in this license/permit.	LICENSE OR PERMITTER MAILING ADDRESS	PREMIER PYROTECHNICS INC. 2500 CENTURY PARKWAY RICHLAND, MO 65556-0000
SIGNATURE OF LICENSE/PERMITTEE	<i>[Signature]</i>	LICENSE OR PERMITTER MAILING ADDRESS	PREMIER PYROTECHNICS INC. 2500 CENTURY PARKWAY RICHLAND, MO 65556-0000

ATF F 5406 14/5406.18, Part 1 (8/88)

Dec 1, 2005 - Exp Date

5-MO-169-51-5M-12501 Policy #

Premier Pyrotechnics, Inc.

PO Box 487
 Richland, MO 65556
 office 417-453-6765
 fax 417-453-6339

Invoice

Date	Invoice #
11/18/2004	4040

Bill To
Columbia Parks & Rec. C/O Karen Ramey PO Box 6015 Columbia, MO 65205

Ship To
Columbia Parks & Rec. C/O Karen Ramey PO Box 6015 Columbia, MO 65205

F.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	PS	12/31/2004	Shoot Show	Columbia	

Quantity	Item Code	Description	Price Each	Amount
8	Indoor Pyro.	Wire Rocket	11.00	
59	Indoor Pyro.	Mine 100 Color	52.00	
9	Indoor Pyro.	Mine 100 Banquet Effect	42.00	
1	Indoor Pyro.	Mine 100 Banquet Effect	32.00	
1	Indoor Pyro.	Ball Set Piece	150.00	
8	Indoor Pyro.	15 MM 10 Shot Tracer Board	34.00	
8	Indoor Pyro.	Cannon Flash 19 MM	10.00	
4	Indoor Pyro.	Cannon Simulator 19 MM w/9gr	10.00	
11	Indoor Pyro.	Gerb 2 (1/2 & 3/4 Sec Duration)	10.00	
10	Indoor Pyro.	30 MM 8 Shot Tracer Board	44.00	
240	ASQ2	2 Meter Electric Matches	0.65	
		Subtotal		
	INS	Administrative Fees for Ins.	935.00	
	SF	Shooters Fee's	200.00	
	S&H	Shipping and Handling	21.25	

			Total	
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

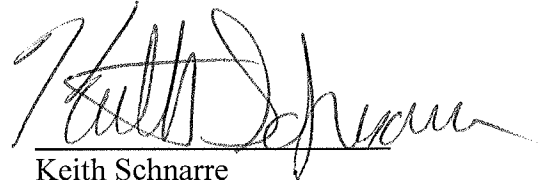
December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 30th day of December 20 04

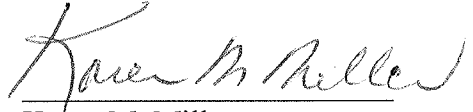
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the permit for a fireworks display on County property for First Night Columbia. It is further ordered that the Presiding Commissioner be hereby authorized to sign said permit.

Done this 30th day of December, 2004.



Keith Schnarre
Presiding Commissioner

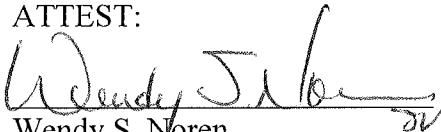


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 30th day of December 20 04

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Alison Martin to the Boone County Group Homes and Family Support Board of Directors for a term that will expire December 31, 2007.

Done this 30th day of December, 2004.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

Keith Schnarre, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

*Appointment - Boone County Group Homes and Family Support
Board of Directors - Sup. Term Expires 12/31/2007*
BOONE COUNTY BOARD OR COMMISSION

APPLICATION FORM

Board or Commission: Boone County Group Homes Term: 11/16/2004

Current Township: Columbia Today's Date: 11/16/2004

Name: Alison Martin, M.Ed., CRC

Home Address: 206 S. Glenwood Ave. Zip Code: 65203

Business Address: Rehabilitation Continuing Education Program (RCEP7), University of Missouri, College of Education 98 Corporate Lake Dr. Zip Code: 65203

Home Phone: 874-1744 Work Phone: 882-3807 until 1:00
Fax: 882-1727 E-mail: martinat@missouri.edu

Qualifications:
For the past seven years, I have been a clinical instructor for the University of Missouri College of Education's Rehabilitation Continuing Education Program (RCEP). I coordinate various projects, plan training/conferences for Missouri/Kansas/Iowa/Nebraska state rehabilitation personnel, and teach ethics in rehabilitation counseling.
Most recently, I provided the leadership for the successful Council on Rehabilitation Education (CORE) re-accreditation for UMC's graduate-level Rehabilitation Counseling Program. I also coordinated the Missouri Independent Living Conference (October 19-20, 2004), designed for State Independent Living Council Members, Centers for Independent Living Directors/personnel and consumers as well as vocational rehabilitation administrators, staff and counselors.
I have worked in the field of rehabilitation for the past fifteen years - as a vocational rehabilitation counselor for the State of Missouri; a private vocational rehabilitation consultant for individuals receiving workers compensation in Washington State; and in my present position.
At the University of Missouri, Columbia, I received my Bachelor of Arts in psychology and my Masters in Education, specializing in educational and counseling psychology.

Past Community Service:
Volunteer- The Shelter (undergraduate)
Meals on Wheels (graduate school)
C.A.R.E. Job Placement Specialist (graduate school)
Grant Elementary Parent Volunteer (current)
Brownie Volunteer (current)
Pi Beta Phi Alumni Advisor for House Management (current)

References:
Dave Roberts, RCEP7 Director- 882-3807
Erin Martz, College of Education- 884-2419
Chris Awad- Truman School of Public Affairs- 884-8623
Gina Muzzy- MO Alpha AAC President, 446-6693

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

appoint

*Interviewed 11-30
KS
KMM
SE*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned Term. 20 04

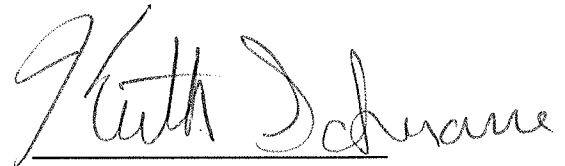
County of Boone

In the County Commission of said county, on the 30th day of December 20 04

the following, among other proceedings, were had, viz:

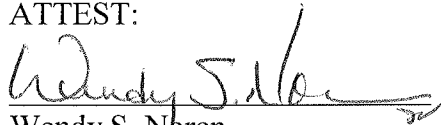
Now on this day the County Commission of the County of Boone does hereby appoint Sid Simons to the Community Services Advisory Commission for a term that will expire December 31, 2007.

Done this 30th day of December, 2004.

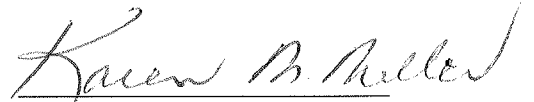


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

541

Keith Schnarre, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

Appointment: Boone County Community Services Advisory Commission
Term Expires: 12/31/2007
**BOONE COUNTY BOARD OR COMMISSION
APPLICATION FORM**

Board or Commission: Community Services Advisory Commission Term: 11/23/2004

Current Township: Columbia Today's Date: 11/23/2004

Name: Sid Simons

Home Address: 6298 North Water Cress Circle Zip Code: 65202

Business Address: _____ Zip Code: 65202

Home Phone: 573 8866260 Work Phone: 573 886 3100 ext 210
Fax: _____ E-mail: sids99@yahoo.com

Qualifications: I was a past member of a civic organization (Jaycees). I have also been a member of this community since 1973 and have seen how this community and the demand for community services has changed. What I can bring to this commission is my business sense along with cultural competency, and concern for people to have and be able to get the services they need to improve the quality of their lives.

Past Community Service: Columbia Park Patrol

References: Robert Chisholm
573-886-3100

Tony Koebel
573-445-3428

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

appoint

Interview - Dec 9
KS - 12:45
SE - 1:00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 30th day of December 20 04

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the Boone County operating budget for fiscal year 2005. The adopted budget shall consist of all appropriations included in the Proposed Budget submitted to the County Commission by the County Auditor, subject to the adjustments authorized by the County Commission that are specified in the attached schedule.

Total appropriations are set forth by line item and are summarized by 1) category of expenditure (i.e., class 1, class 2, etc.); 2) by office, department or spending agency; and, 3) by fund. Appropriations may not be exceeded at the class level, for a given office or department, without Commission approval. Total appropriations for each fund are set forth in the individual Fund Statements (attached) and are published in the County's FY 2005 Budget. The Proposed Budget submitted by the County Auditor, and hereby incorporated into this appropriation order by reference, contains detail documentation and description for each line-item account within each category of expenditure. Appropriations shall be expended only for the purposes that are within the intent of the category in which they are included. The County Commission reserves the right to review and disallow expenditures upon a finding by the Commission that the expenditure exceeds the approved budget or the expenditure is not within the intent of the appropriation for the category as approved under this Budget and any amendments or revisions to it.

The County Commission approves all employee positions included in the Proposed Budget, adjusted for Commission changes noted in the attached schedule, together with the specified budgetary hours, range and benefit status for each position.

The County Commission also approves appropriations for the specific fixed assets identified in the various fixed asset appropriation accounts and authorizes procurement of the same in accordance with County procurement policies adopted by the County Commission.

Done this 30th day of December, 2004.

Schedule of Commission Changes to the 2005 Proposed Budget

Description	Expenditure	Dept.	Account	Revenue	Comments
General Fund (Fund # 100)					
Information Technology-Re-budget Fiber Optics Project Costs	20,085	1170	91301		Re-budget Fiber Hardware
Information Technology- HTE programming	900	1170	71101		Locking feature for medical records entries
Non-Departmental--Condo Assessment Revenue from FHC		1190	3821	28,927	Condo assessment paid by Family Health Center to County
Non-Departmental--Payment of Condo Assessment (unit 2)	31,605	1190	71500		Condo assessment paid by County to Condo for Unit 2
Commission Revisions Added to the Proposed Budget	<u>\$ 52,590</u>			<u>\$ 28,927</u>	

Assessment (Fund # 201)

Increase appropriation for professional services	<u>40,000</u>	2010	71101	-	Increase appropriation-Rebudget from Prior Year
--	---------------	------	-------	---	---

Public Works (Fund # 204)

Decrease appropriation for replacement vehicle (SUV)	(9,000)	2045	92400		Revise estimate-- will use savings to offset cost of easements
Increase appropriation for new/additional pickup truck	1,500	2045	91400		Revise estimate
Increase Easement Acquisition (2 projects)	6,000	2045	71118		Easements for two projects omitted from proposed budget
Re-budget Fiber Optics Project Costs	7,000	2045	91301		Re-budget Fiber Hardware
Additional project- Schooler Road (realign "S" curve)	100,000	2045	71100		Add additional project
Re-budget sewer connection	50,000	2040	91200		Re-budget sewer connection
Commission Revisions Added to Proposed Budget	<u>\$ 155,500</u>			<u>\$ -</u>	

Fairground Maintenance Fund (Fund #212)

Add contingency for local cash match for Outdoor Recreation Grant	<u>50,000</u>	2120	86850	-	To provide for local match at such time that the budget is amended in FY 2005 for this project.
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Law Enforcement Services Fund (Fund # 290)-- Prop L

Re-budget Fiber	<u>1,674</u>	2905	91301	-	Re-budget Fiber Hardware
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Summary of Commission Revisions Added to the Proposed Budget:

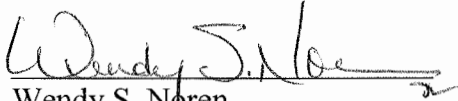
	Expenditure	Revenue
General Fund (100)	\$ 52,590	\$ 28,927
Assessment (201)	40,000	-
Road and Bridge Fund (204)	155,500	-
Fairgrounds Maintenance Fund (212)	50,000	-
Law Enforcement Services Fund (290)	1,674	-
Total	<u>\$ 299,764</u>	<u>\$ 28,927</u>

2005 Budget Summary


	Major Funds							
	General Fund	Road & Bridge Fund	Law Enforcement Sales Tax Fund	Nonmajor Governmental Funds	Total Governmental Funds	Internal Service Funds	Private Purpose Trust Funds	Grand Total
REVENUES:								
Property Taxes and Assessments	\$ 2,424,000	\$ 1,462,000	\$ -	\$ 139,371	\$ 4,025,371	\$ -	\$ -	\$ 4,025,371
Sales Taxes	10,585,000	10,585,000	2,640,000	262,000	24,072,000	-	-	24,072,000
Franchise Taxes	135,900	-	-	-	135,900	-	-	135,900
Licenses and Permits	384,380	21,000	-	18,600	423,980	-	-	423,980
Intergovernmental	2,789,555	1,313,000	-	375,929	4,478,484	-	-	4,478,484
Charges for Services	3,079,383	487,720	-	1,309,457	4,876,560	3,691,098	-	8,567,658
Fines and Forfeitures	-	-	-	-	-	-	-	-
Interest	105,007	20,015	7,125	25,264	157,411	24,115	300	181,826
Hospital Lease	1,452,000	-	-	-	1,452,000	-	-	1,452,000
Other *	549,209	500	-	9,625	559,334	-	-	559,334
Total Revenues	21,504,434	13,889,235	2,647,125	2,140,246	40,181,040	3,715,213	300	\$ 43,896,553
EXPENDITURES:								
Personal Services	13,054,537	3,492,353	1,865,170	889,631	19,301,691	555,384	-	19,857,075
Materials & Supplies	1,226,000	2,366,840	30,765	104,921	3,728,526	53,275	-	3,781,801
Dues Travel & Training	236,228	49,640	3,500	106,939	396,307	3,300	-	399,607
Utilities	424,032	131,857	71,802	16,770	644,461	317,595	-	962,056
Vehicle Expense	272,515	286,911	725	12,672	572,823	12,962	-	585,785
Equip & Bldg Maintenance	200,931	346,573	64,463	74,696	686,663	236,870	-	923,533
Contractual Services	3,634,332	7,183,422	219,230	937,752	11,974,736	2,290,619	-	14,265,355
Debt Service (Principal and Interest)	420,315	-	-	190,818	611,133	-	-	611,133
Other	3,057,318	185,350	199,500	342,264	3,784,432	18,500	300	3,803,232
Fixed Asset Additions	738,344	1,538,910	589,839	171,100	3,038,193	26,151	-	3,064,344
Total Expenditures	23,264,552	15,581,856	3,044,994	2,847,563	44,738,965	3,514,656	300	48,253,921
REVENUES OVER (UNDER) EXPENDITURES	(1,760,118)	(1,692,621)	(397,869)	(707,317)	(4,557,925)	200,557	-	(4,357,368)
OTHER FINANCING SOURCES (USES):								
Operating Transfer In	-	-	-	1,037	1,037	-	-	1,037
Operating Transfer Out	-	-	-	(1,037)	(1,037)	-	-	(1,037)
Proceeds of Capital Leases	-	-	-	-	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-	-	-	-	-
Premium on Long-Term Debt	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	(1,760,118)	(1,692,621)	(397,869)	(707,317)	(4,557,925)	200,557	-	(4,357,368)
FUND BALANCE (GAAP), beginning of year								
Equity Transfer In	-	-	-	-	-	-	-	-
Equity Transfer Out	-	-	-	-	-	-	-	-
Less encumbrances, beginning of year	(141,917)	(1,900,000)	(20,333)	(69,718)	(2,131,968)	(25,410)	-	(2,157,378)
Add encumbrances, end of year	141,917	1,900,000	20,333	69,718	2,131,968	25,410	-	2,157,378
FUND BALANCE (GAAP), end of year	\$ 7,024,746	\$ 2,556,621	\$ 571,490	\$ 3,846,761	\$ 13,999,618	\$ 1,639,553	\$ 39,191	\$ 15,678,362
FUND BALANCE RESERVES AND DESIGNATIONS, end of year								
FUND BALANCE, end of year	7,024,746	2,556,621	571,490	3,846,761	13,999,618	1,639,553	39,191	15,678,362
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(2,853,052)	(1,900,000)	(270,333)	(931,784)	(5,955,169)	(25,410)	(37,170)	(6,017,749)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 4,171,694	\$ 656,621	\$ 301,157	\$ 2,914,977	\$ 8,044,449	\$ 1,614,143	\$ 2,021	\$ 9,660,613

* Includes Proceeds from Sale of County Assets, Insurance Proceeds, and other miscellaneous revenue. Composition varies by fund.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner