

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the November Adjourned

Term. 20 03

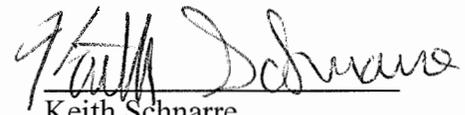
In the County Commission of said county, on the

14th day of January 20 03

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

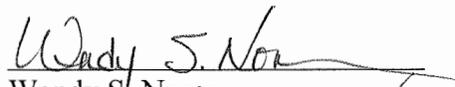
Now on this day, the County Commission of the County of Boone does hereby approve the Corrections Physician Medical Service Agreement. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 14th day of January, 2003.



Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CORRECTIONS PHYSICIAN MEDICAL SERVICE AGREEMENT

This agreement, dated the 14 day of JANUARY, 200~~2~~³, is made by and between Dr. James Allan, M.D., referred to in this agreement as "Physician," and Boone County, Missouri through the Boone County Commission and Sheriff of Boone County, referred to in this agreement as "County".

In consideration of each parties performance of the obligations set forth in this agreement the parties agree to the following:

1. **Background of Agreement** - This agreement is made in view of the following facts which the parties believe to be true:

1.1 Boone County, Missouri is obligated to provide a county jail. Under the statutes of Missouri the Sheriff is charged with the responsibility of operating and managing the county jail and the County Commission is charged with the responsibility of providing funding for the operations and management of the jail.

1.2 In order to ensure that prisoners at the Boone County Jail receive reasonably adequate medical care while incarcerated the Sheriff and the County Commission desire to retain part- time services of a licensed physician as a part of a comprehensive medical services program for providing medical care to prisoners housed in the Boone County Jail.

1.3 Physician is a licensed Doctor of Medicine with experience in corrections medicine and is willing to provide part time physician services at the Boone County Jail under certain terms and conditions.

1.4 In order to insure both Physician and County have a mutual understanding of the nature and scope of Physician services and the terms and conditions of his services and payment for services, the parties are entering into this agreement.

2. **Physician Services** - Physician agrees to provide the following medical services:

2.1 **On Site Services** - Physician agrees to provide one four hour day per week on-site at the Boone County Jail to provide medical services to prisoners and to perform other services in conjunction with the corrections medical service program as need dictates during such four hour day. Physician agrees to work in excess of four hours on scheduled days for scheduled visits with prisoner patients at the Boone County Jail as necessary to accomodate the medical needs of patients.

2.2 **On Call Services** - Physician agrees to provide on call twenty four hour per day seven days per week telephone consultation services to nursing staff employed by County as necessary to supervise medical care provided to prisoners. Physician further agrees that he will arrange on call coverage at own expense by a qualified and licensed physician when necessary due to illness, absence or other reasons making physician unavailable to perform on call services.

2.3 **Nursing Protocols** - Physician agrees to develop and provide County with nursing protocols for nursing personnel employed by County who provide medical services to prisoners within the Boone County Jail. The purpose of establishing these nursing protocols is to permit, when possible and feasible, treatment of prisoner medical problems by nursing staff without the presence of a physician. It is agreed that protocols shall be developed as an ongoing process during the period of this agreement and all such protocols shall be in written form and compiled and updated in the form of a manual for use by nursing staff.

2.4 **On-site Pharmacy** - Physician agrees to establish an on-site pharmaceutical service located at the jail within ninety days of the effective date of this agreement. The purpose of establishing the on-site pharmaceutical service is to permit the County to obtain pharmaceuticals at reduced cost. Physician also agrees to supervise such on-site pharmaceutical services as is necessary to permit County to effectively obtain pharmaceuticals for treatment of prisoners on an ongoing basis at a reduced cost.

2.5 **Medical Care Program Supervision** - Physician agrees to monitor and supervise the medical care program for prisoners as specified below. Physician's duties in this regard shall be confined to general supervision and administration on-site as time permits and necessity dictates within the scope of regular on-site service and on call service specified above.

2.6 **Licensing and Insurance** - Physician agrees to maintain his medical licensing in good standing at all times during this agreement and to carry professional liability insurance in such amounts and with such coverage's as are deemed mutually acceptable to the parties to this agreement. Physician agrees to provide County with copies of any such professional liability insurance policies, endorsements and insuring agreements within thirty days of the effective date of this agreement.

3. **County Obligations** - In exchange for Physician's performance of the services specified above the County agrees to the following:

3.1 **Compensation** - County agrees to pay Physician for services under this agreement at a rate of \$42,000 per year, payable in monthly installments on or before the 15th day of each month. In addition, County agrees to reimburse physician for the direct and actual cost of any additional premium expense incurred by physician for expanding coverage or obtaining endorsements for providing medical services to a corrections facility provided Physician provides insurance documentation verifying such additional expenses to the satisfaction of the County Auditor and County Counselor.

3.2 **Medical Care Program** - County agrees to establish, implement and maintain a medical care program during the term of this agreement as defined and described in exhibit number one attached to and made apart of this agreement by reference. The County further agrees to fund the operation of this program during the term of this program and any extensions thereof except as the program may be amended by the parties by mutual agreement and as need dictates. All such amendments shall be in writing executed with the same formality as this agreement.

4. **Duration and Termination of Agreement** - This agreement shall be effective beginning on the first day of January, 2003 and shall extend for a period of approximately twelve months ending on the 31st day of December, 2003. This agreement shall thereafter renew for one year periods provided that either party to this agreement may terminate this agreement after the initial term of the agreement without cause by giving the other party at least 180 days advance written notice of termination. This agreement also may be terminated for cause including but not limited to material breach of any term or condition of this agreement, physician loss of licensure, physician's inability to provide medical services in a competent and professional manner, commission of a felony or crime of moral turpitude, or other causes warranting termination. Notice of termination for cause shall be given as promptly as reasonably practical under the circumstances and in the case of termination of physician, notice of termination for cause shall be given at least thirty days in advance of termination or physician shall be compensated for at least thirty days services regardless of whether such services are performed if termination occurs in less than thirty days.

5. **Funding** - County agrees to use all reasonable efforts to fund all its obligations under this agreement for the contract period and any renewals thereof. However, both parties understand and agree that the County is legally prohibited from financially obligating itself beyond its current fiscal year and then

only to the extent appropriations are available for that purpose. Accordingly, the parties mutually understand that this agreement shall automatically terminate if appropriations are not made available to fund the obligations of this agreement beyond the current fiscal year.

6. **Binding Effect** - This agreement shall be binding upon and exists for the benefit of the parties hereto so long as this agreement is in full force and effect. It is understood and agreed that any persons obtained by physician to provide substitute services as authorized by this agreement shall be bound by the same terms, conditions and obligations to which Physician is obligated while such person is providing substitute services. It is further understood and agreed that Physician shall be responsible and liable to County for work performed by persons providing substitute services for Physician as authorized under the terms and conditions of this agreement.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and may only be amended by a signed writing executed with the same formality as this agreement.

In witness whereof the parties have executed this agreement as of the day and year first above written.

PHYSICIAN

James Allan
Dr. James Allan, M.D.

BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre
Don Stammer, Presiding Commissioner
KEITH SCHNARRE

BOONE COUNTY SHERIFF

T. P. Boehm
T. P. Boehm, Sheriff

ATTEST:

Wendy J. Noren
Wendy Noren, County Clerk

Approved as to form:

John L. Patton
John L. Patton, County Counselor

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.

June Pitchford by KT 1/6/03
Auditor Date

1255-85620 \$42,000



BOONE COUNTY SHERIFF'S DEPARTMENT

2121 County Drive
TED BOEHM, Sheriff

Columbia, Missouri 65202-9051
Phone: (573) 875-1111 • Fax (573) 874-8953

January 3, 2003

To: Boone County Clerk
Attn: Shawna

From: Warren Brewer
Jail Director

A handwritten signature in black ink, appearing to be "Warren Brewer", written over a horizontal line.

Re: 2003 Jail Physician Contract

I have attached two original copies of the proposed contract for Dr. James Allan, the jail physician for 2003. These contracts have been prepared and signed by John Patton, the County attorney.

As to the funds available, this proposed contract was included in the 2003 budget and the funds have been confirmed by the County Auditor before this submission.

If you have any questions, please contact me at 876-2128.

Cc: file

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STATE OF MISSOURI }
County of Boone } ea.

January Session of the November Adjourned

Term. 20 03

In the County Commission of said county, on the

14th day of January 20 03

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 between the County of Boone and the University of Missouri for the 2003 Community Storm Water Project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 14th day of January, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

JAN 03 2003

AGREEMENT

This agreement is entered into on this 14 day of JANUARY, 2003, between the County of Boone (hereinafter "County"), Missouri and the University of Missouri (hereinafter "University").

County and University agree as follows:

1. **Services** - University agrees to provide a project director, an environmental educator, and related services to County for its implementation of EPA Clean Water Act Phase II Stormwater Regulations. University agrees to provide an environmental educator who is employed full-time by the University to perform the following duties:

Information and Education Materials

Identify or create additional information and education materials (i.e., brochures, flyers, posters, booklets, and slide shows) that explain the importance of water quality; identify storm water related sources of water pollution; and outline actions that the general public, contractors, and government employees can take to protect water quality. Distribute the information and education materials to the general public, contractors, government employees, and the media.

Watershed Partnership Activities

Provide staff support for Watershed Partnership activities (i.e., Bear, Hominy, Grindstone, Clear, Gans, Mill, Flat Branch, County House Branch, Meridith, Harmony, Hinkson, and Rocky Fork watersheds). Activities will include expanding the number of partnership members, organizing and advertising at least two public meetings in each watershed, providing information and education materials for citizens that attend the meetings, and providing support for partnership activities reducing storm water pollution (e.g., storm drain stenciling).

Citizen's Watershed Committee

Provide staff support for the Citizen's Watershed Committee comprised of representatives from the 12 Watershed Partnerships in Boone County. Work with Committee members to coordinate activities with Boone County. Facilitate access to the media for Committee public information activities and serve as a media spokesperson for the Committee, when appropriate.

Storm Water Planning

Work with representatives from the Boone County and the Citizen's Watershed Committee to facilitate public input to identify major storm water problems in Boone County watersheds and to seek public recommendations to Boone County on selecting priority storm water problems and best management practices to solve the problems.

Presentations

Coordinate and/or deliver at least seven presentations to community groups (e.g., neighborhood associations, stream teams, youth groups) and three presentations to development related groups (e.g., home builders, realtors, construction engineers, P&Z commissions) on opportunities for preventing storm water pollution.

Community Storm Water Project Web Page

Maintain the Community Storm Water Project web page (linked to Boone County's web page) that provides information on Community Storm Water Project activities; guidance for home owners, builders, and local business' on how to prevent storm water related pollution; up-dated information on progress toward development of the city/county storm water permit application to EPA and DNR; and links to other sources of information on storm water.

Quarterly Reports

Provide written quarterly reports to the Boone County Public Works Department on progress toward accomplishing project education and partnership formation activities.

Other Goods and Services

Provide necessary office and communication equipment, supplies, and services as necessary to carry out the services provided herein subject to the budget set forth below.

2. **Agreement Duration** - Services under this agreement shall begin February 1, 2003, and the agreement shall terminate January 31, 2004.

3. **Budget and Compensation** – County agrees to pay University the sum of Twenty Nine Thousand Seven Hundred Eighty One Dollars (\$29,781.00) for the above services. Payment shall be made within 30 days after receipt of an invoice after execution of this agreement. County and University hereby approve the following budget for services under this agreement:

Personnel				\$27,956
Position	Percent Time	Salary	Benefits	Total
Project Director	7.5%	\$5,465	\$1,366	\$6,831
Environmental Educator	50%	\$16,900	\$4,226	\$21,126
Supplies (Misc. office supplies)				\$200
Other Costs				\$1,625
Educational Materials (\$250)				
Educational Events (\$625)				
Telephone (\$250)				
Copying (\$250)				
Postage (\$250)				
Total				\$29,781

IN WITNESS WHEREOF, the parties hereto have been duly authorized to enter into this Agreement as of the above referenced date.

UNIVERSITY OF MISSOURI

By: Don R McKinney
The Curators of the University of Missouri
university proposal#
03107381

BOONE COUNTY, MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy J. Noren
Wendy Noren, County Clerk *jr*

Approved:

David Mink 11/2/03
David Mink, Director Public Works

Approved as to Legal Form:

[Signature]
County Counselor

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 to the credit of such appropriation sufficient to pay therefore.

June E. Pitchford
June E. Pitchford, Auditor *ajp*

1/6/03
Date

2045-71102 +29,781

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STATE OF MISSOURI }
County of Boone } ea.

January Session of the November Adjourned

Term. 20 03

In the County Commission of said county, on the

14th day of January 20 03

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

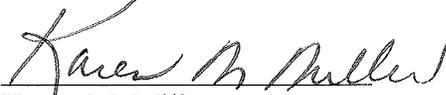
Now on this day, the County Commission of the County of Boone does hereby re-appoint Richard D. Keil to the Building Code Board of Appeals for a five year term to expire on January 1, 2008.

Done this 14th day of January, 2003.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Don Stamper, 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

*reappt for a 5 yr. term to
expire 01/01/08*

RECEIVED

Boone County Commission

DEC 19 2002
13-2003

BOONE County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Bnd. of Appeals Term: 3 yrs.

Current Township: Bourbon Today's Date: 12-16-02

Name: Richard D. Keil (Kile)

Home Address: 5400 Hy 22 Sturgeon Mo Zip Code: 65284

Business Address: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____
Fax: 573 687 3502 E-mail: _____

Qualifications: Served on Bilding code board of appeals for several
terms

Past Community Service: _____

References: _____

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.

Richard D. Keil
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

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STATE OF MISSOURI }
County of Boone } ea.

January Session of the November Adjourned

Term. 20 03

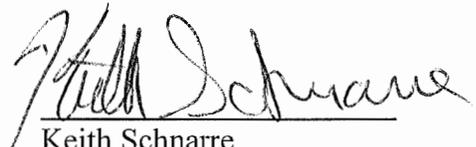
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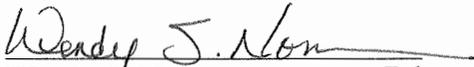
Now on this day, the County Commission of the County of Boone does hereby re-appoint Shirley Ann Calvin to the Boone County Senior Board for a four year term to expire on December 31, 2006.

Done this 14th day of January, 2003.

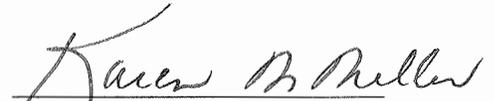


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Don Stamper, 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

*reappt. for a 4 yr. term
to expire 12/31/06*

Boone County Commission

reapplying
RECEIVED

14-2003
DEC 10 2002

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Senior Bd. Term: _____

Current Township: Cedar Today's Date: 12-11-02

Name: Shirley Ann Calvin

Home Address: 810 S. Henry Clay Zip Code: 65010

Business Address: _____ Zip Code: _____

Home Phone: 573-657-2175 Work Phone: _____
Fax: _____ E-mail: _____

Qualifications: on last few terms

Past Community Service: _____

References: _____

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.

Shirley A. Calvin
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

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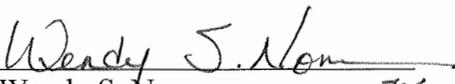
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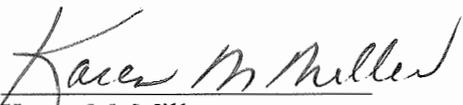
Now on this day, the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds on May 1, 2003 for the Partners In Education Kick-off Celebration from 5:00 p.m. to 8:00 p.m. and authorize the use of the Commission Chambers for the same event from 2:00 to 8:00 p.m. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application for the use of the Courthouse Grounds.

Done this 14th day of January, 2003.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Comm. Agenda **Boone County Commission** *15-2003*

**APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF
BOONE COUNTY COURTHOUSE GROUNDS**

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: Partners In Education Kick-off Celebration

Date(s) of Use: May 1, 2003

Time of Use: From: 5:00 pm a.m/p.m thru 8:00 pm a.m/p.m

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department grounds, of time and place of use and abide by all applicable laws and ordinances in using Courthouse
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization: Columbia Public Schools

Organization Representative/Title: Jolene Schulz, Director School/Community Programs Department

Phone Number: 573-214-3960

Date of Application: January 6, 2003

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy J. Now
Clerk

BOONE COUNTY, MISSOURI
Keith Schramm
Commissioner

DATE: 14 JANUARY 2003

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Chip Elkin, District II Commissioner



Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER REQUEST TO USE CONFERENCE ROOM

Today's Date January 6, 2003 Date of Event May 1, 2003 Hours Needed 2:00 - 8:00 pm

Organization Columbia Public Schools, School/Community Programs Department

Contact Jolene Schulz, Director School/Community Telephone # 573-214-3960 x1

Substitute Terri Breedlove, Secretary School/Community Telephone # 573-214-3960 x4

TYPE OF EVENT

Kick-off for Partners In Education Week. Room needed to store mascot

costumes. Room is also needed for students to dress for flag parade.

Lobby to be used in case of rain.

Room requested:

Chambers _____ Room 208

_____ Room 139 _____ Room 220

Lobby To be used in case of rain.