36 -2006

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January Adjourned	<b>Term. 20</b> ()6
County of Boone		
In the County Commission of said county, on the	31 <sup>st</sup> day of January	<b>20</b> 06

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

Now on this day the County Commission of the County of Boone does hereby approve the Budget Amendment submitted by Worker's Comp Administration to cover an annual surcharge required for the secondary injury fund (287.715) that was not included in original appropriations for the Worker's Comp Fund. This will be an ongoing yearly expenditure and will be included in future budget appropriations.

Done this 31<sup>st</sup> day of January, 2006.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

hiller,

Kareh M. Miller District I Commissioner

Skip Elkin District II Commissioner

37 -2006

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January Adjourned	<b>Term. 20</b> ()6
County of Boone		
In the County Commission of said county, on the	31 <sup>st</sup> day of January	<b>20</b> 06

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

Now on this day the County Commission of the County of Boone does hereby approve the Budget Amendment submitted by the Sheriff's Department to rebudget equipment for the new Traffic Unit that did not get purchased in 2005.

Done this 31<sup>st</sup> day of January, 2006.

Keith Schnarre

Presiding Commissioner

nuler hi

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. Moren

Clerk of the County Commission

38 -2006

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January Adjourned	<b>Term. 20</b> ()6
County of Boone		
In the County Commission of said county, on the	31 <sup>st</sup> day of January	<b>20</b> 06

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

Now on this day the County Commission of the County of Boone does hereby approve the Budget Revision submitted by Child Support to cover budget shortfalls in class 7 and expense item 91100. There will be no budgetary impact for the remainder of this year or subsequent years.

Done this 31<sup>st</sup> day of January, 2006.

Keith Schnarre V Presiding Commissioner

are to Miller

Karen M. Miller District I Commissioner

Skip Elkin X District II Commissioner

ATTEST: <u>UNDUS</u> VOR Wendy S. Moren

Clerk of the County Commission

## **CERTIFIED COPY OF ORDER**



STATE OF MISSOURI	January Session of the January Adjourned	<b>Term. 20</b> 06
County of Boone		
In the County Commission of said county, on the	31 <sup>st</sup> day of January	<b>20</b> 06

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

Now on this day the County Commission of the County of Boone does hereby approve the 2006 Contract for Services between Boone County, Missouri and Central Missouri Humane Society to provide animal shelter for the reception and humane care of impounded animals pursuant to section 1.6.3 of the Code of Health Regulations for Boone County, Missouri.

Done this 31<sup>st</sup> day of January, 2006.

Keith Schnarre

Presiding Commissioner

M. Muller

Karen<sup>'</sup>M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. N oren

Clerk of the County Commission

## AGREEMENT

THIS AGREEMENT, made and entered into this  $3l^{37}$  day of <u>JANUARY</u>, 2006, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two full-time (2 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1. Items in this category include but are not limited to automotive fuel, automotive parts, and small tools.

3. The City has, from time to time, entered into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, telephone answering and dispatching, certain after-hours services, and kennel facilities. Copies of any such future contracts between the City and the Humane Society for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide animal control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.

Page 1 of 4

5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Health Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two full-time equivalent employees provided County under this agreement.

6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2007, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

8. This agreement shall be in full force and effect during calendar year 2006; provided, however, that either party may terminate this agreement upon thirty (30) days written notice of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

THE CITY OF COLUMBIA, MISSOURI

H. William Watkins, City Manager

ATTEST: 2/21/06

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

DURI BOØNE BY: Keith Schnarre

Presiding Commissioner

BY:

Karen Miller, District I Commissioner

BY:

Skip Elkin, District II Commissioner

ATTEST: Wendy Noreh, County Clerk APPROVED AS TO FORM: John Patton, County Counselor

Certification:

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

<u>June Pitchford by Kf 1/25/2006</u> Boone County Auditor Date

1730-71900 \$137,789 (Paid to City of Columbia) 1730-92400 \$25,000 (Purchase vehicle)

### SCHEDULE A

### **ANIMAL CONTROL**

Personnel (2 FTE)	\$94,980
Materials and Supplies	\$7,987
Training and Schools	\$1,255
Intra-governmental	\$3,000
Charges	
Utilities, Services,	\$30,567
& Other Miscellaneous	

Total \$137,789

\*Capital - Vehicle \$25,000

\*to be purchased and maintained by County

Introduced by Hindman

Council Bill No. R 38-06

### A RESOLUTION

authorizing the City Manager to execute an agreement with Boone County for animal control services.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County for animal control services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this <b>_20<sup>th_</sup></b> day of	February	, 2006.
ATTEST:		
Audaa	Lam	: Window
City Clerk	Mayor and Presid	ling Officer

**City Clerk** 

**APPROVED AS TO FORM:** 

**City Counselor** 

## 2006 CONTRACT FOR SERVICES, between Boone County, Missouri and Central Missouri Humane Society

This agreement is made and entered into this  $22^{\nu}$  day of 2005, by and between Boone County, Missouri, a non-chartered first class county and political subdivision of the state of Missouri (herein County) and the Central Missouri Humane Society, a Missouri not-for-profit corporation (herein Humane Society).

### WITNESSETH:

WHEREAS, the County has authorized by law to regulate the possession, control and disposition of animals pursuant to sections 322.090 – 322.130 RSMo, and is required to provide animal shelter for the reception and humane care of impounded animals pursuant to section 1.6.3 of the Code of Health Regulations for Boone County, Missouri, and

WHEREAS, Humane Society is agreeable to provide the County with an animal shelter and related services, and

WHEREAS, both parties wish to memorialize their agreements pertaining to same.

NOW THEREFORE IN CONSIDERATION of the mutual agreements and understandings herein contained the parties agree as follows:

- 1. In addition to the services and facilities provided to County under Humane Society's agreement with the City of Columbia, the Humane Society agrees to provide County with the following services:
  - a. Provide the County with an animal shelter for the reception and humane care of impounded animals described in this agreement and provide space and care for proper observation of at least three animals per month which are seized and impounded as suspected rabies carriers.
  - b. Accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to provisions of Chapter 1 of the Boone County Code of Health Regulations or the provisions of Chapter 578 RSMo; all such animals shall be disposed of as provided by said health regulations or applicable statute in the event they are unclaimed.
  - c. Assist county animal control officers and/or law enforcement officials in conducting animal abuse or neglect investigations within the unincorporated areas of Boone County, Missouri.
  - d. Provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by County and Humane Society for purposes of teaching and promoting humane care and maintenance of animals.

## 2006 CONTRACT FOR SERVICES, between Boone County, Missouri and Central Missouri Humane Society

- 2. In consideration of services rendered by Humane Society the County agrees to pay the Humane Society the sum of Nine Thousand Six Hundred and Eighty Dollars (\$9680.00) for calendar year 2006.
- 3. This agreement shall be in effect from January 1, 2006, up to and including December 31, 2006.
- 4. This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have cause this agreement to be executed by their properly authorized officers on the day and year first above written.

Central Missouri Humane Society

McBee / President

Zim Schwartze, Treasurer

Boone County, Missouri County Commission Bv/Bøoné Presiding Commissioner

District I Commissioner

District II Commissioner



**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. 1/18/06 une Pitchford Tu Date Auditor 1430-86610 \$9680.00

40-2006

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January Adjourn	ed <b>Term. 20</b> 06
County of Boone		
In the County Commission of said county, on t	the 31 <sup>st</sup> day of Janu	ary <b>20</b> 06

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 City of Columbia for the City of Columbia to provide community services, public health services, and on-site sewage as specified by the attached agreement.

Done this 31<sup>st</sup> day of January, 2006.

Keith Schnarre

Presiding Commissioner

hille ave.

Kareh M. Miller District I Commissioner

Skip Elkin **\** District II Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

### AGREEMENT

THIS AGREEMENT, made and entered into this  $\underline{JII}$  day of  $\underline{JANUARY}$ , 2006, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

### WITNESSTH

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2006. Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

1.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Health Services.

11.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

IV.

For the agreed upon amount specified in Article X, the City agrees to provide monthly screening clinics in each incorporated municipality in Boone County provided, however, that such clinics are authorized by the mayor of each municipality. Additional clinics in other locations may be recommended by the Health Director with authorization from the Boone County Commission.

V.

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist to provide services outside the City of Columbia. Services shall include, but not be limited to, routine food service inspection, investigation of environmental health hazards such as unsafe water supplies, improper sewage disposal, promiscuous dumping, and hazardous materials. Additionally, this person will enforce the Boone County Public Nuisance Ordinance enacted in 2000.

For the agreed upon amount specified in Article X, the City agrees to provide one environmental health specialist and 0.5 clerical to be dedicated to activities related to the County onsite wastewater ordinance.

VII.

For the agreed upon amount specified in Article X, the City agrees to administer utility assistance services to eligible Boone County residents, not to exceed the amount specified. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the City/County Director of Health Services. The entire amount indicated in Article XIII will be utilized for payments to utilities without deduction for administrative costs.

#### VIII.

For the agreed upon amount specified in Article X, the City will administer the dental assistance program to eligible indigent County residents for emergency care and/or relief of pain, limited to the amount of \$350 per client and not to exceed the amount specified. This service includes medical supervision of dental infection.

The City hereby agrees that the City/County Director of Health Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

V

IX.

.greed Upon Amounts			Program Cost <sup>1</sup>
Community Services	Dental 1410-86640 Utility 1410-86655	\$5,000 \$7,000	\$12,000
Public Health Services: Administration, Clinic & Nursing, Environmental Health, Social Services, WIC	1410-86680		\$837,485
On-Site Sewage <sup>2</sup>	1740-86606		\$105,179
TOTAL			\$954,664

<sup>1</sup>Program Cost equals total cost of services less applicable revenues. <sup>2</sup>On-Site sewage revenues are deposited directly with Boone County.

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2007, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will accompany each quarterly report. The County will not be obligated to render payment until such statistical report is received.

THE CITY OF COLUMBIA, MISSOURI B H. William Watkins, City Manager

ATTEST:

2/21/06

Sheela Amin, City Clerk

APPROVED AS TO-FORM:

Fred Boeckmann, City Counselor

BOO ISSO BY Keith Schnarre, Presiding Commission h Philles are BY: Miller, District I Commissioner Káre BY Ristrict II Commissioner

ATTEST:

Wendy Nor/en, County Clerk

APPRØ オO FORM: VED AS

John Patton, County Counselor

Certification:

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

<u>Oune Pitchford by K</u> Boone County Auditor

1410-86640 \$5,000.00 1410-86655 7,000.00 837,485.00 1410-86680 1740-86606 105,179.00

k:\2006County Budget\Boone County contract public health 2006

Introduced by Hindman

Council Bill No. <u>R 39-06</u>

### A RESOLUTION

authorizing the City Manager to execute an agreement with Boone County for public health services.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County for public health services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this <b>_20th</b> day of	February	, 2006.
ATTEST:	$\bigwedge$	
Shulaa	Lanni	Mindma

**City Clerk** 

APPROVED AS TO FORM:

City Counselor

Mayor and Presiding Officer

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January Adjourned	<b>Term. 20</b> 06
County of Boone		
In the County Commission of said county, on the	e 31 <sup>st</sup> day of January	<b>20</b> 06

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 City of Columbia for the City of Columbia to provide storm water education and outreach services as specified by the attached agreement.

Done this 31<sup>st</sup> day of January, 2006.

4/-2006

Keith Schnarre Presiding Commissioner

an M Miller

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST: <u>Wendy IT Men</u> Wendy S. Noren

Clerk of the County Commission



PUBLIC WORKS DEPARTMENT

January 20, 2006

Boone County Commission 801 E. Walnut Columbia, MO 65201

RE: 2006 Agreement for Public Education and Implementation of the EPA Clean Water Act Phase II Storm Water Regulations

Enclosed for County execution are three (3) copies of the agreement between the City and the County for public education and implementation of the EPA Clean Water Act Phase II Storm Water Regulations for 2006. All copies of the agreement have been executed by City officials. After the documents have been signed by County officials, please return two (2) copies to my attention. The third copy is for your files.

If you have questions or need additional information related to this agreement, feel free to contact Dave Nichols, P.E., Chief Engineer, at Ph# 573-874-7250.

DEPARTMENT OF PUBLIC WORKS

atten Junking

Kathy Freiking U Management Support Specialist

Enclosures

c: Don Abell, Boone County Public Works Department Mona Menezes, Columbia Public Works Department

## THIS AGREEMENT, dated the $\frac{3}{57}$

of JH by and between the County of Boone, a political subdivision of the state of Missouri, (hereinafter "County") and the City of Columbia (hereinafter "City").

County and City agree as follows:

1. Services – It is the general intent of this agreement to contract the services of the City to provide stormwater education and outreach services for the County as required by the joint NPDES permit issued to the City of Columbia, MO; University of Missouri-Columbia; and County of Boone, MO. City agrees to provide an environmental educator, and related services to the County for its implementation of EPA Clean Water Act Phase II Storm Water Regulations. City agrees to provide an environmental educator who is employed by the City to perform the following duties:

#### Information and Education Materials

Identify or create additional information and education material (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, local businesses, contractors, and county employees can take to protect water quality. Distribute the information and education materials to the general public, contractors, local businesses (e.g., restaurants, auto repair shops), county employees, and the media.

#### **Public Participation Activities**

Provide staff support for public participation activities in various watersheds (i.e., Bear, Hominy, Grindstone, Clear, Gans, Mill, Flat Branch, County House Branch, Meridith, Harmony, Hinkson, Rocky Fork, and University of Missouri Campus). Activities will include workshops, conferences, presentations, stream cleanups and storm drain stenciling, displays, providing information and education materials for citizens who request it or participate in the events and activities.

#### **Citizen's Watershed Committee**

Provide staff support for the Citizen's Watershed Committee comprised of representatives from the 13 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.

#### **Community Events**

Coordinate and/or staff at least 10 community events (e.g., Earth Day, Home Show, Twilight Festival) that provide information to the public on storm water problems and opportunities for preventing storm water pollution.

#### **Presentations**

Coordinate and/or deliver at least twelve presentations to community and business groups (i.e., neighborhood associations, stream teams, homebuilders, realtors, P&Z Commissions, and others) on storm water problems and opportunities for preventing storm water pollution.

#### **Community Storm Water Project Web Page**

Maintain the Community Storm Water Project web page (integrated with the City of Columbia's web page) that provides information on Community Storm Water Project events and 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 ordinances, and links to other sources of information on storm water.

#### **Quarterly Reports**

Provide written quarterly reports to Boone County on progress toward accomplishing project education and outreach activities. The report shall include a breakdown of man-hours required to accomplish each type of activity completed during the quarter.

#### **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 January 1, 2006, and the agreement shall terminate December 31, 2008; unless both parties mutually agree to terminate the agreement prior to its expiration. Provision for annual cost increases are outlined below.
- 3. **Contract Renewal** – If it is determined to be mutually beneficial to both parties, this agreement can be renewed on an annual basis following the termination date above, and with the same provisions for annual cost increases as outlined below.
- 4. Budget and Compensation - County agrees to pay City the sum of Thirty-three thousand eight hundred and one dollars and zero cents (\$33,801.00) for the above services provided in the 2006 calendar year. Payment for 2006 services shall be made within 30 days after execution of this agreement. County and City hereby approve the following budget for services to be rendered in the 2006 calendar year under this agreement:

Personnel (Total of Salary, SS, Parking, & Benefit's)		\$26,214.00
Other Costs		\$ 7,587.00
City Computer Maintenance, Office Space/ Equipment	\$2,187.00	
City Support Staff/ Supervision	\$3,400.00	
Supplies/ Events	\$2,000.00	
Total		\$33,801.00

Total

Payment for services to be rendered in the 2007 and 2008 calendar years shall be made within 30 days after the 1<sup>st</sup> day of January for each year. County agrees to make annual payments to the City in the sum of Thirty-three thousand eight hundred and one dollars and zero cents (\$33,801.00) for continuation of service in the 2007 and 2008 calendar years; except that it is agreed that the total annual cost for these services can be increased up to but not exceeding 3.0% of the total contract cost of the previous year.

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

**CITY OF COLUMBIA, MISSOURI** 

William Watkins, City Manager

ATTEST:

ATTEST:

Sheela Amin, City Clerk

endy Noren/County C

Approved as to Legal Form:

Fred Boeckmann, City Legal Counselor

Form: Approved/as

County Counselor John L Patton.

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. 2045 - 71101

une E. Pitchford, County Auditor

Page 2 of 2

**BOONE COUNTY, MISSOURI** 

Keith Schnarre, Presiding Commissioner



## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January Adjourned	<b>Term. 20</b> 06
County of Boone		
In the County Commission of said county, on the	31 <sup>st</sup> day of January	<b>20</b> 06

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 Road Maintenance Cooperative Agreement between Boone County, Missouri and Howard County, Missouri to promote efficiency in the maintenance and repair of county roads intersecting the borders of Boone County and Howard County.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 31<sup>st</sup> day of January, 2006.

Keith Schnarre

Presiding Commissioner

Law M Milles

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. N ren

Clerk of the County Commission

FEB - 6 2006

### **ROAD MAINTENANCE COOPERATIVE AGREEMENT**

This Agreement dated the  $35^{\pm}$  day of 5ANUARY, 2006, is made by and between Boone County, Missouri, a political subdivision of the state of Missouri, by and through its County Commission, herein "Boone County", and Howard County, Missouri, a political subdivision of the state of Missouri, by and through its County Commission (herein "Howard County").

In consideration of the performance by each party of its obligations under this agreement, the parties agree to the following:

- 1. **Background and Purpose of Agreement** In order to promote efficiency in the maintenance and repair of county roads intersecting the borders of Boone County and Howard County, each county through its county commission desires to formalize and implement an agreement in which each county performs routine road maintenance and repair, and provides other services enumerated in this agreement, for portions of roads extending outside of their respective jurisdictions. The following fourteen (14) roads that intersect the Boone County and Howard County boundary are shown by the attached Exhibits
  - a) Thornhill Road (Exhibit A)
  - b) Hussey Road (Exhibit B)
  - c) Carr Lane (Exhibit C)

- d) Ridge Road (Exhibit C)
- e) Colley Road (Exhibit C)
- f) Ridge Road (Exhibit D)
- g) Coyote Hill Road (Exhibit E)
- h) Eaton Road (Exhibit F)
- i) Rupard Road (Exhibit F)
- j) Drane Road (Exhibit G)
- k) Callahan Creek Road (Exhibit H)
- 1) Richland School Road (Exhibit H)
- m) Drake Lane (Exhibit I)
- n) Bramblett Lane (Exhibit I)

Each exhibit also designates coordinates where maintenance responsibility for each county is designated notwithstanding geographic county boundaries. With respect to these roads as designated, each county shall provide the services enumerated in this agreement in the locations on the Exhibits outside the geographic boundaries of their respective jurisdictions.

2. Routine Road Maintenance and Repair: It is agreed that from and after the date of this agreement Boone County and Howard County shall provide routine maintenance and repair of the roadways in each others jurisdiction, as indicated on the attached Exhibits A through I. As used in this agreement, the term "routine maintenance and

repair" includes only the following services: gravel and grading; snow plowing and ice control; mowing, including brush control and removal around regulatory signs, curves, and other areas where driver visibility is obscured by brush or trees, except that Boone County will retain responsibility for brush and tree trimming along the west side of Bramlett Lane north of Drake Lane to the County line; ditching and culvert cleanout; culvert replacement 48 inch diameter or less; repair and replacement of road identification and marking signs, but excluding repair and replacement of traffic control and regulatory signs; and removal of obstructions and elimination of hazards within the roadway such as downed trees and washouts. Maintenance ends/begins signs will be installed to mark the agreed upon locations as close as practicable to points shown on the attached exhibits. Routine maintenance and repair shall be performed at such intervals and to the extent deemed reasonably necessary and appropriate by the county responsible for routine maintenance in order to promote safe and passable road usage by the traveling public. When applicable to portions of roads subject to this agreement, citizen communications and complaints concerning routine maintenance and repair as well as citizen requests for routine maintenance or repair covered by this agreement shall be forwarded to the county responsible for routine maintenance under this agreement for appropriate response as soon as reasonably practicable after receipt.

- 3. Extraordinary and Emergency Maintenance and Repair In cases where extraordinary or emergency maintenance is immediately required in order to eliminate roadway hazards, such as removal of storm debris, erecting barriers in flooded areas, repairing washouts, or hazardous ice treatment, the party responsible for routine maintenance and repair shall also provide these services upon notification of the immediate need for such services. In this regard, both Boone and Howard counties shall establish a system for 24 hour-7 day per week notification of situations requiring immediate extraordinary or emergency maintenance and repair, provided, however, that either county shall provide such services itself for roads within their governmental jurisdiction if notification to the other county is impracticable or the county otherwise responsible for routine maintenance and repair is not able to provide extraordinary or emergency maintenance and repair is not able to provide extraordinary or emergency maintenance and repair is not able to provide extraordinary or emergency maintenance and repair is not able to provide extraordinary or emergency maintenance and repair is not able to provide extraordinary or emergency maintenance and repair is not able to provide extraordinary or emergency maintenance and repair services as required under the circumstances.
- 4. **Major Maintenance:** Major Maintenance is defined as any work not classified as routine maintenance and repair and extraordinary or emergency maintenance and repair, such as large culvert pipe replacement other work requiring special budgeting. Any such work shall be performed by special agreement, planned and coordinated and with cost shared according to jurisdiction as mutually agreed upon.
- 5. **Regulatory Control**: Notwithstanding this agreement, each County will retain regulatory control of roads in their jurisdiction including installation, repair and replacement of traffic control and other regulatory signs, permitting processes, law enforcement, and taxation.
- 6. **Duration, Modification, and Termination** This agreement shall remain in full force and effect from year to year, subject to annual appropriations being made to fund the performance of each counties obligations, until terminated. This agreement shall be modifiable or terminable by either party for any reason upon thirty (30) days advance written notice to the other party, unless shorter or longer notice of

termination is mutually agreed upon, provided, that this agreement shall automatically terminate in the event that either party is unable to provide annual appropriations to fund the performance of its obligations under this agreement.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussions in any form. The parties further understand and agree that no elected or appointed representative of either county is authorized to modify any term or condition of this agreement without lawful majority vote of the county commission of both counties. By signing this agreement, each presiding commissioner represents that they have obtained approval of this agreement by lawful majority vote of their respective county commissions.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this agreement effective as of the above-referenced date.

HOWARD COUNTY, MISSOURI BY:

Presiding Commissioner

ATTES

County Clerk

**APPROVED AS TO FORM:** 

Uller VI Unnk,

Prosecuting Attorney

BOONE COUNTY, MISSOURI BY: Presiding Commissioner

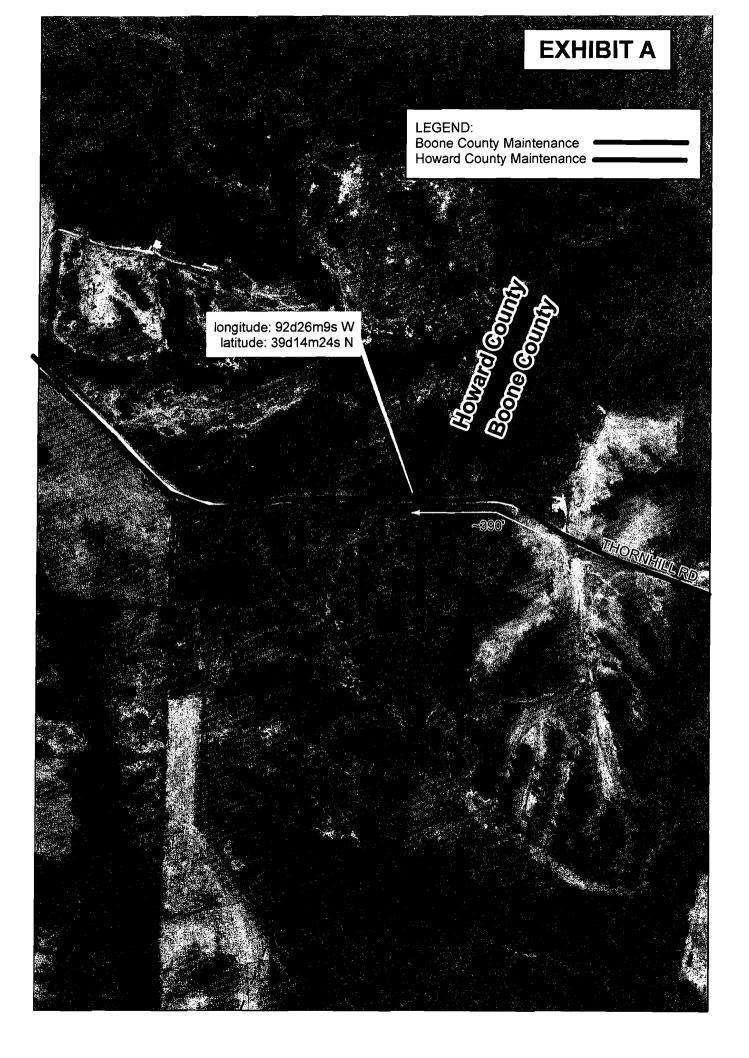
**ATTEST:** County Clerk

APPROVED AS TO FORM: County Coun

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. 123/06 INI

by og Date Auditor no encumborance required



# EXHIBIT B

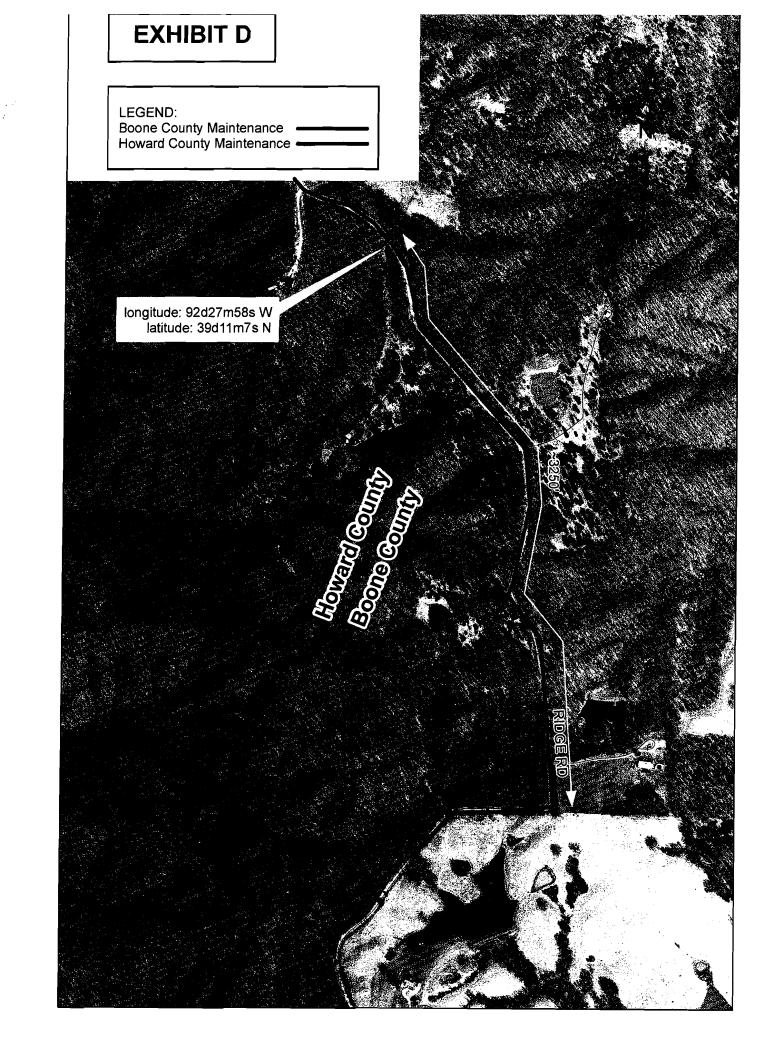
LEGEND: Boone County Maintenance

> longitude: 92d26m34s W latitude: 39d13m30s N

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LEGEND: Boone County Maintenance

> longitude: 92d28m30s W latitude: 39d9m47s N

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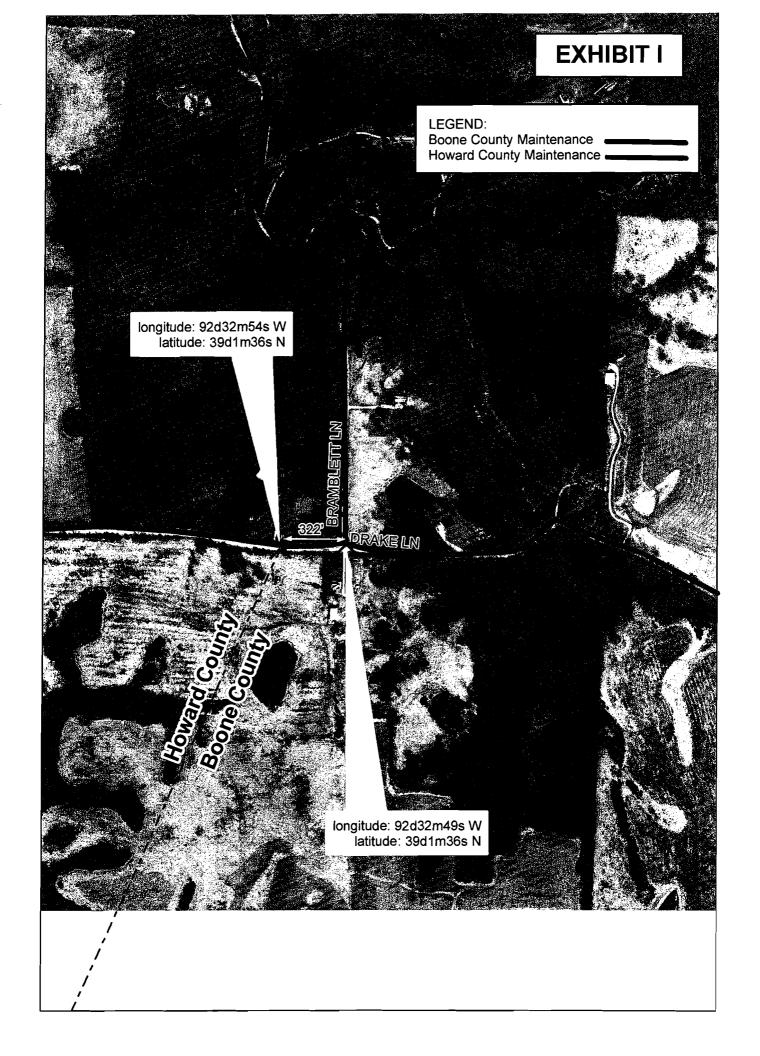
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COYOTE HILL RD











## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January Adjourned		<b>Term. 20</b> 06
County of Boone			
In the County Commission of said county, on the	31 <sup>st</sup>	day of January	<b>20</b> 06

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 University of Missouri Health Sciences Center Department of Pathology & Anatomical Sciences and Boone County, Missouri to provide the services of physicians to perform the duties of County Medical Examiner for Boone County, and support services for the office of Medical Examiner.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 31<sup>st</sup> day of January, 2006.

Keith Schnarre Presiding Commissioner

Kacen M. Muller

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S. Nofen

Clerk of the County Commission

#### AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of January 2006, 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 1<sup>st</sup> day of January 2006 and ending on the 31<sup>st</sup> day of December, 2006.
- 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 \$13,646.58.
- 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

Dave Smarr

SSOC. Director, Business Svcs.

#### **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.  $\underbrace{June: Pitch ferst tay total 1/20/06}_{Auditor} Date$ 1280 - 7/101 # 138,759.001280 - 86300 = 25,000.00 BOONE COUNTY, MISSOURI





MED EXAMINER SVCS

### 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.

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- 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 <u>\$163,759.00</u> 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. <u>\$83,390.00</u>
    - 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 <u>\$55,369.00</u>
  - b. Monthly billing will be <u>\$13,645.58</u>

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## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January A	djourned	<b>Term. 20</b> 06
County of Boone			
In the County Commission of said county, on the	31 <sup>st</sup> day of	January	<b>20</b> 06

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 University of Missouri Health Sciences Center Department of Pathology & Anatomical Sciences and Boone County, Missouri to provide the services of physicians to perform the duties of County Medical Examiner for Boone County, and support services for the office of Medical Examiner.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 31<sup>st</sup> day of January, 2006.

Clerk of the County Commission

ATTEST:

Wendy S. Noten

Keith Schnarre Presiding Commissioner

M. Mulle acen

3 -2006

Kareń M. Miller District I Commissioner

Skip Elkin District II Commissioner

# E

**University of Missouri-Columbia** Department of Pathology & Anatomical Sciences

# MEMORANDUM

To: Boone County Commission 801 E. Walnut, Room 245 Columbia, MO 65201-7732

From: Bud Smith Manager, Business and Fiscal Operations MA202 HSC – DC018.0 Health Sciences Building One Hospital Drive Columbia, MO 65212 573-8849791

Date: April 19, 2006

Re: RE: Agreement: Callaway County Medical Examiner Contract Number: 9100923

Enclosed is your copy of the Medical Examiner Contract for the period of January 1, 2006 to December 31, 2006 for your records. If you have any questions, please contact me.

Thank you,

Bud Smith



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TO: Bud Smith

FROM: Katie Hentges Executive Staff Assistant School of Medicine – Dean's Office MA202 HSC – DC018.0 573-882-5644

DATE: March 28, 2006

SUBJECT: Agreement: Boone County Medical Examiner

Contract Number: 9100746

Please process the enclosed agreement(s) as follows:

- Have all copies signed by the other party and return one original to this office for the official contract file.
- Forward fully signed agreement(s) to the other party, retaining a copy for your file.
- \_\_\_\_ Forward fully signed agreement(s) to the other party; if you would like a copy for your files, please photocopy.

For your files.





#### UNIVERSITY OF MISSOURI – SCHOOL OF MEDICINE PATHOLOGY & ANATOMICAL SCIENCES

To: Boone County Commission

From: Bud Smith Department Administrator

Date: January 5, 2006

RE: 2006 Medical Examiner Services Contract Renewal

Attached is the 2006 renewal contract for Boone County Medical Examiner services. Please review the contract, secure signatures, and return to the Department of Pathology in the enclosed envelope. The contracted amount for provision of services has the mutually agreed 3% increase, while toxicology & related lab testing services remained at last years rate. Upon receipt of the signed original we will secure MU signature and return for your records.

2005 was an exceptionally busy year for the ME office with a record 432 total cases handled, 193 of those being Boone County cases. I am attaching a summary of the 2005 Boone county case load for your review.

Thank you very much for your cooperation and we look forward to continuing to provide and improve this important service for the residents of Boone County. Please feel free to call our office any time you see areas needing attention or opportunities for improving the service.

#### AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of January 2006, 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 1<sup>st</sup> day of January 2006 and ending on the 31<sup>st</sup> day of December, 2006.
- 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 \$13,646.58.
- 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



Jacquelyn K. Jones Director of Business Services

#### **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. <u>June Pitch ford by  $KF = \frac{1}{20}/06$ </u>

Auditor 1280-71101 \$138,759.00 1280-86300 25,000,00

#### **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 <u>\$163,759.00</u> 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. <u>\$83,390.00</u>
    - 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 <u>\$55,369.00</u>
  - b. Monthly billing will be <u>\$13,645.58</u>

Age	Race/Gender	County	Autopsy/Exam. Date	Autopsy / Examination	Cause of Death	Manner of Death
46	w/f	Boone	01/03/2005	A	Cranio-Cerebral Trauma	Accident
31	w/f	Boone	01/03/2005	Α	Cranio-Cerebral Trauma	Accident
81	w/m	Boone	01/04/2005	Ε	Generalized Atherosclerosis	Natural
	w/f	Boone	01/05/2005	A	Hypertensive and Arteriosclerotic H.D	Natural
85	w/f	Boone	01/06/2005	Α	Hypertensive and Arteriosclerotic H.D	Natural
20	b/m	Boone	01/07/2005	Α	Stab Wound to Chest	Homicide
67	b/f	Boone	01/07/2005	A	Hypertensive and Arteriosclerotic H.D	Natural
72	o/m	Boone	01/08/2005	A	Stab Wound to Chest	Homicide
40	w/m	Boone	01/10/2005	A	Cranio-Cerebral Trauma	Accident
23	w/m	Boone	01/12/2005	A	Gunshot wound to Head	Suicide
	w/m	Boone	01/15/2005	A	Multiple Blunt Force Trauma	Accident
48	w/m	Boone	01/17/2005	A	Blunt Trauma to Head	Homicide
74	w/f	Boone	01/17/2005	A	Undetermined	Natural
21	w/f	Boone	01/18/2005	A	Sepsis	Accident
62	w/f	Boone	01/19/2005	A	Cranio-Cerebral Trauma	Accident
21	w/m	Boone	01/20/2005	A	Hanging	Suicide
64	w/m	Boone	01/20/2005	E	Extensive Thermal Injury	Accident
45	w/m	Boone	01/21/2005	A	Perforating Gunshot wound to Head	Suicide
40	b/m	Boone	01/24/2005	A	Idiopathic Seizure Disorder	Natural
39	w/m	Boone	01/24/2005	A	Perforating Gunshot wound to Head	Suicide
38	w/f	Boone	01/28/2005	A	Blunt Trauma to Chest and Abd.	Accident
36	w/m	Boone	01/31/2005	A	Gunshot wound to Face	Suicide
53	w/m	Boone	02/07/2005	A	Polydrug Overdose	Accident
24	w/m	Boone	02/07/2005	A	Multiple Blunt Force Trauma	Accident
44	w/f	Boone	02/08/2005	A	Near Hanging Episode	Suicide
1 mo.	w/f	Boone	02/08/2005	A	Focal acute Pneumonitis resulting fro	Natural
	w/f	Boone	02/11/2005	A	CmpIns. From Multiple GSW's	Homicide
71	w/m	Boone	02/14/2005	A	Arteriosclerotic Heart Disease	Natural
18	B w/f	Boone	02/21/2005	Α	Multiple Blunt Force Trauma	Accident
50	) w/m	Boone	02/22/2005	A	Acute Peritonitis	Accident
22	2 w/m	Boone	02/21/2005	A	Multiple Blunt Force Trauma	Undetermined
4	w/f	Boone	02/24/2005	Α	Self Immolation	Suicide
66	8 w/m	Boone	02/25/2005	A	Intra-Cranial Hemorrhage	Natural
	3 w/f	Boone	02/25/2005	A	Multiple Blunt Force Trauma	Accident
32	2 w/f	Boone	03/04/2005	Α	Multiple Blunt Force Trauma	Accident

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	w/m	Boone	03/09/2005	A	Pulmonary Edema	Accident
54	Asian/m	Boone	03/14/2005	A	Massive Intra-Cerebral Hemorrhage	Natural
34	w/m	Boone	03/18/2005	A	Blunt Trauma to Chest	Accident
86	w/f	Boone	03/18/2005	E	Respiratory Failure	Natural
69	w/m	Boone	03/21/2005	A	Hypertensive Heart Disease D/T CC1	Accident
		Boone	03/21/2005	E	unknown	Undetermined
	w/f	Boone	03/21/2005	A	Intra-Cranial Hemorrhage D/T Acute	Natural
	w/f	Boone	03/21/2005	A	Acute Bronchopneumonia	Natural
	w/m	Boone	03/22/2005	A	Gunshot wound to Head	Suicide
	w/f	Boone	03/22/2005	A	Gunshot wound to Chest and Abd.	Homicide
	w/m	Boone	03/28/2005	A	Mitral Valve Prolapse	Natural
	w/m	Boone	04/04/2005	E	Blunt Trauma to Head	Accident
74	w/m	Boone	04/07/2005	A	Multiple Blunt Force Trauma	Accident
3	w/m	Boone	04/07/2005	А	Undetermined	Undetermined
mo.	w/m	Boone	04/08/2005	A	Undetermined	Undetermined
31	w/m	Boone	04/11/2005	A	Methadone Toxicity	Accident
32	w/m	Boone	04/11/2005	A	Hanging	Suicide
50	w/m	Boone	04/18/2005	A	Multiple Blunt Force Trauma	Accident
31	w/m	Boone	04/20/2005	A	Hanging	Suicide
48	w/m	Boone	04/22/2005	Ā	Metastatic Carcinoma Primary Pancre	Natural
38	w/f	Boone	04/25/2005	A	Mitral Valve Prolapse	Natural
73	w/m	Boone	04/26/2005	A	AHD	Natural
56	w/m	Boone	04/26/2005	E	Metastatic Carcinoma, Lung Primary	Natural
86	w/m	Boone	04/27/2005	Ε	Blunt Head Trauma	Accident
73	w/m	Boone	04/27/2005	Ē	Multiple Blunt Force Trauma	Accident
69	w/f	Boone	04/28/2005	A	Olanzepine Toxicity	Accident
24	w/m	Boone	04/28/2005	E	Drug Overdose	Suicide
81	w/m	Boone	04/29/2005	A	Penetrating Gunshot Wound to Head	Suicide
52	w/m	Boone	05/02/2005	A	Gunshot wound to Head	Suicide
77	′ w/f	Boone	05/03/2005	A	Asphyxiation Secondary to Strangula	Homicide
	siw/m	Boone	05/04/2005	A	Multiple Blunt Force Trauma to Head	Accident
57	' w/m	Boone	05/05/2005	A	Blunt Force Trauma to Head and Tru	Accident
31	w/m	Boone	05/10/2005	A	CO Poisoning	Suicide
45	i w/m	Boone	05/10/2005	A	Brainstem Hemorrhage	Natural
	2 b/f	Boone	05/11/2005	A	Dissecting Aortic Aneurysm	Natural
	3 b/f	Boone	05/17/2005	A	Massive Intra-Cerebral Hemorrhage	Natural
56	δw/m	Boone	05/18/2005	A	Cocaine Toxcity	Accident

28	w/f	Boone	05/18/2005	А	CO Poisoning	Suicide
29	w/m	Boone	05/19/2005	А	Hanging	Suicide
50	w/m	Boone	05/24/2005	A	Penetrating Gunshot wound to Head	Suicide
20	w/f	Boone	05/26/2005	A	Blunt Trauma to Abdomen	Accident
stillborn	w/m	Boone	05/26/2005	А	Stillbirth D/T Maternal MVA`	Natural
21	w/m	Boone	05/31/2005	А	Gunshot wound to Head	Suicide
57	w/m	Boone	06/08/2005	А	Acute Occlusive CAD	Natural
54	w/m	Boone	06/10/2005	А	AOCAD/Acute Alcohol Intoxication	Accident
48	w/f	Boone	06/10/2005	А	Gunshot wound to Head	Suicide
71	w/m	Boone	06/13/2005	А	Massive Thermal Injury	Accident
43	w/f	Boone	06/13/2005	А	Multiple Blunt Force Trauma	Accident
19	w/m	Boone	06/14/2005	A	Drowning	Accident
84	w/m	Boone	06/16/2005	А	Blunt Trauma to Head	Accident
40	w/f	Boone	06/18/2005	А	Multiple Blunt Force Trauma	Accident
21	hisp/m	Boone	06/20/2005	А	Cranio-Cerebral Trauma	Accident
24	hisp/m	Boone	06/20/2005	A	Multiple Blunt Force Trauma	Accident
16	hisp/m	Boone	06/20/2005	A	Traumatic Cardiac Tamponade	Accident
unk.	hisp/m	Boone	06/21/2005	A	Cranio-Cerebral Trauma	Accident
56	w/m	Boone	06/20/2005	A	Hypertensive & Arteriosclerotic Heart	Natural
20	Hisp/f	Boone	06/21/2005	А	Multiple Blunt Force Trauma	Accident
18	b/m	Boone	06/23/2005	A	Asphyxia to Drowning	Accident
26	w/m	Boone	06/27/2005	А	Multiple Blunt Force Trauma	Accident
30	w/m	Boone	06/27/2005	Α	Penetrating Gunshot wound to Head	Suicide
93	w/f	Boone	06/28/2005	E	Hypertensive Heart Ds/Rt Hip Fx	Accident
32	w/m	Boone	06/30/2005	A	Cranio-Cerebral Trauma	Accident
29	b/f	Boone	07/05/2005	A	Cocaine Toxcity	Accident
72	b/f	Boone	07/05/2005	А	Acute Peritonitis D/T Perf. Duod.Ulce	Homicide
19	b/m	Boone	07/13/2005	A	Lymphocytic Meningitis	Natural
60	w/m	Boone	07/21/2005	A		Natural
80	w/f	Boone	07/22/2005	E	Ischemic Cardiomyopathy	Natural
25	w/m	Boone	07/25/2005	A	Cranio-Cerebral Trauma	Accident
67	'w/m	Boone	07/27/2005	A	ASHD CONT: Heat Exposure	Natural
20	w/m	Boone	07/28/2005	A	Gunshot wound to Head	Suicide
45	w/m	Boone	07/29/2005	A	Cerebral Trauma	Accident
25	jw/m	Boone	08/01/2005	А	Acute Hemorrhagic Pancreatitis	Accident
69	) w/m	Boone	08/01/2005	A	Recent Thrombus of LAD	Accident
82	2 w/m	Boone	08/02/2005	A	Chronic Obstructive Lung Disease	Natural

.

	w/f	Boone	08/02/2005	A	Thermal Injury	Accident
	w/m	Boone	08/04/2005	E	Cervical Trauma	Accident
	w/m	Boone	08/08/2005	A	OCAD	Natural
74	w/f	Boone	08/08/2005	A	Blunt Force Trauma to Abdomen	Homicide
19	w/f	Boone	08/09/2005	A	Multiple Blunt Force Trauma	Accident
83	w/f	Boone	08/08/2005	E	Blunt Trauma to Head	Accident
83	w/m	Boone	08/11/2005	A	ACD	Natural
86	w/f	Boone	08/11/2005	A	Hypertensive Heart Disease/Blunt Tra	Accident
36	w/m	Boone	08/17/2005	A	Cranio-Cerebral Trauma	Homicide
41	b/f	Boone	08/18/2005	A	Acute Bronchopneumonia	Natural
67	w/m	Boone	08/18/2005	A	Massive Pulmonary Thrombo-Emboli	Natural
76	w/f	Boone	08/19/2005	A	Multiple Pulmonary Thrombo-emboli	Natural
43	w/f	Boone	08/22/2005	A	Subd/auba Hem. Assoc w/ metastatio	Natural
19	hisp/m	Boone	08/22/2005	A	Multiple Stab Wounds	Homicide
	w/m	Boone	08/23/2005	A	Multiple Blunt Force Trauma	Accident
	w/m	Boone	08/25/2005	A	Cranio-Cerebral Trauma	Accident
	w/m	Boone	08/30/2005	A	Blunt Trauma to Head	Accident
94	w/f	Boone	09/06/2005	A	Hypertensive and ASHD	Natural
44	w/m	Boone	09/06/2005	A	Multiple Blunt Force Trauma	Accident
56	w/m	Boone	09/07/2005	A	Thermal Injury	Accident
	: w/m	Boone	09/08/2005	A	Thermal Injury	Accident
46	i w/m	Boone	09/09/2005	Α	Penetrating GSW to Head	Suicide
64	w/m	Boone	09/09/2005	E	Hypertensive and ASHD	Natural
7	/w/m	Boone	09/12/2005	Α	Internal Decapitation	Accident
23	3 w/f	Boone	09/12/2005	E	Cranio-Cerebral Trauma	Accident
26	δ w/m	Boone	09/12/2005	Α	Thermal Injury	Accident
64	l w/m	Boone	09/15/2005	Ā	AHD	Natural
34	lw/m	Boone	09/19/2005	E	Multiple Blunt Force Trauma	Accident
	2 w/f	Boone	09/19/2005	Α	Marked Steatosis Assoc w/ Alcholism	Natural
79	9 w/f	Boone	09/19/2005	E	Blunt Force Trauma to Head	Accident
38	3 w/f	Boone	09/15/2005	A	Acute Bronchopneumonia	Natural
80	) w/f	Boone	09/27/2005	A	Subdural Hematoma Secondary to fa	Accident
	3 w/m	Boone	09/28/2005	A	Exsanguination DT/Tracheo-aortic fis	Accident
48	3 b/f	Boone	10/03/2005	A	ASHD, Cont. Hypertrophic Cardiomyd	Natural
43	3 w/m	Boone	10/03/2005	A	Hypertensive and ASHD	Natural
66	3 w/m	Boone	10/04/2005	A	Acute Btonchopneumonia with acute	Natural
	1 w/m	Boone	10/04/2005	A	Multiple Blunt Force Trauma	Accident

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	w/m	Boone	10/14/2005	A	Blunt Trauma to Head and Chest	Accident
	w/m	Boone	10/17/2005	A	Blunt Trauma to Head	Accident
52	w/f	Boone	10/19/2005	A	Methadone Toxicity	Accident
2 mo.	b/f	Boone	10/20/2005	А	SUID	Natural
77	w/f	Boone	10/24/2005	A	Transected aorta and laceration of co	Accident
39	w/m	Boone	10/25/2005	Α	Drug Overdose (Oxycodone)	Suicide
90	w/m	Boone	10/27/2005	E	ASHD w/ Blunt Trauma to L Leg	Accident
39	w/f	Boone	10/28/2005	E	Comp. Multiple Blunt Force Trauma	Accident
32	w/m	Boone	10/31/2005	A	Gunshot wound to Head	Suicide
79	w/m	Boone	10/31/2005	А		Accident
20	w/m	Boone	11/01/2005	A	Multiple Blunt Force Trauma	Accident
53	w/m	Boone	11/02/2005	А	Perforating GSW to head	Suicide
15	b/m	Boone	11/07/2005	A		Accident
82	w/f	Boone	11/07/2005	A	Multiple Blunt Force Trauma	Accident
41	w/f	Boone	11/07/2005	A		
	w/f	Boone	11/14/2005	A	Blunt Trauma to Head	Accident
82	w/f	Boone	11/15/2005	A		Accident
78	w/f	Boone	11/16/2005	Ē	Multiple Blunt Force Trauma	Accident
26	w/m	Boone	11/17/2005	A		
47	/w/m	Boone	11/17/2005	A		
52	w/f	Boone	11/21/2005	А	- X (	
58	b/m	Boone	11/22/2005	A	Note:	Natural
45	w/f	Boone	11/28/2005	A		
34	w/m	Boone	11/29/2005	A	CASES WITH NO	Accident
21	w/m	Boone	11/29/2005	A	CASES WITH IS	Accident
	w/f	Boone	11/29/2005	A		Suicide
38	3 w/m	Boone	11/29/2005	Ā	CAUSE SHOWN ARE WAITING FOR	Accident
47	/ w/m	Boone	11/28/2005	А	CHOZE	Accident
79	) w/m	Boone	11/29/2005	E		Accident
4	l w/m	Boone	12/09/2005	A	WATTING	Accident
49	9 w/f	Boone	12/12/2005	A	- REFURTS	Accident
	) w/m	Boone	12/12/2005	A	TEST RESULTS	Accident
	3 w/f	Boone	12/12/2005	E	-	Accident
	1 w/m	Boone	12/13/2005	A	-	Suicide
	3 <mark>w/</mark> m	Boone	12/12/2005	E	-	Accident
	2 w/f	Boone	12/14/2005	A		
5	9 b/f	Boone	12/15/2005	A	<ul> <li>Operating the second sec</li></ul>	

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49	w/m	Boone	12/15/2005	A		Natural
75	w/m	Boone	12/16/2005	A		Accident
46	b/m	Boone	12/19/2005	A		
40	w/m	Boone	12/19/2005	A		Natural
91	w/f	Boone	12/19/2005	E		
98	w/m	Boone	12/21/2005	A	Cranio-Cerebral Trauma	Accident
6 mo.	b/f	Boone	12/27/2005	A		
21	w/m	Boone	12/30/2006	A		
50	w/f	Boone	12/30/2006	Ā		Suicide
38	w/m	Boone	12/31/2006	A		Accident
65	w/f	Boone	01/03/2005	E	Systemic Atherosclerosis	Natural

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44-2006

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January Session of the January Adjourne	d <b>Term. 20</b> 06
County of Boone		
In the County Commission of said county, on the	31 <sup>st</sup> day of Janua	ary <b>20</b> 06

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 CenturyTel and Boone County, Missouri to provide the services and equipment to provide a circuit upgrade from 256K to DSI with full DSI CIR.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 31<sup>st</sup> day of January, 2006.

٨Q Keith Schnarre

Presiding Commissioner

3. Mille. 1

Karen M. Miller District I Commissioner

Skip Elkin District II Commissioner

ATTEST:

Wendy S bren

Clerk of the County Commission



#### **CenturyTel Special Access Services Agreement**

This Agreement serves as a confirmation of Boone County IS choice of CenturyTel of Missouri, LLC, service (the "Service") and payment plan offered by CenturyTel of Missouri, LLC hereinafter called CenturyTel. The prices, terms and conditions under which the Service is provided are controlled by tariffs filed with the applicable public utility commission.

**WHEREAS**, CenturyTel values Boone County IS business and desires to provide pricing and other considerations to Customer based upon Customer's purchase of a minimum commitment of CenturyTel Special Access Services (hereinafter referred to as "the Services") and Customer desires to obtain such special pricing and other considerations with respect to the purchase of the Services from CenturyTel.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained in this Agreement, CenturyTel and Customer hereby agree as follows:

**Section 1. Term and Renewal of Service**. This Agreement shall be effective for a period of 12 months (hereinafter referred to as "the Service Term") from the initial service date of Jan.26, 2006 or such other date as may subsequently be mutually agreed upon by and between CenturyTel and Customer ("the Initial Service Date"). The term for providing the Service corresponds to the term payment plan selected by the Customer as hereinafter set forth in this Agreement.

Upon completion of the Service Term, the Customer may continue to receive the Service or any other \_\_ervices (hereinafter referred to as "the Substituted Service") at a cost equal to the then prevailing monthly rates and charges.

**Section 2. Services to be Provided.** Customer hereby orders, and CenturyTel hereby agrees to provide, the services and features described in "Attachment A" Equipment and Services, a copy of which is attached to this Agreement as "Attachment A" and incorporated by reference herein the same as if it were set forth in full at length at this point.

# Section 3. Cancellation Charges, Applicable Monthly Rates and Non-Recurring Charges for the Services and Payment Terms for the Services.

**3.1. Cancellation Charges**. Customer cancels this Agreement before the Service is established either on or before the effective date of this Agreement, but following the date on which this Agreement is made as hereinbefore set forth, the Customer shall pay to CenturyTel a cancellation charge ("the Cancellation Charge"). The amount of the Cancellation Charge shall be equal to all of the expenses that CenturyTel may have incurred in processing the order of the Customer to CenturyTel for the Services and/or in installation of such of the required equipment and facilities as may have been installed by CenturyTel as of the date of cancellation.

**3.2. Applicable Monthly Rates and Non-Recurring Charges**. The monthly rates and non-recurring charges applicable to the Services to be provided by CenturyTel to Customer under this Agreement will be provided by CenturyTel to Customer at the tariff rates of CenturyTel as to such currently in effect as of the effective date of this Agreement. In particular, the monthly rates and non-recurring charges do not include the Subscriber Line Charge, nor any applicable taxes and surcharges. Customer hereby agrees to pay to CenturyTel any increase in the Subscriber Line Charge that may occur during the term of this Agreement and any renewal ereof.

During the Service Term, Customer may convert to a different payment plan for a period of time either equal to or greater than the Service Term ("the Substituted Service Term"), provided such a different payment plan is available from CenturyTel to the Customer at the time of any such request from the Customer to CenturyTel to so convert and provided further, that the Substituted Service Term extends beyond the Service Term.

Upon completion of the Service Term, the Customer may continue receiving the Service or initiate the Substituted Service, provided the Service or the Substituted Service are then available, under any payment plan that may then be available. If the Customer does not select a new payment plan upon completion of the Service Term, and does not request discontinuance of the Services or initiate the Substituted Services prior to the expiration of the Service Term, then the Customer agrees to pay to CenturyTel the cost of the applicable monthly rates and non-recurring charges in effect at such time.

**3.3.** Payment for the Services. Customer also agrees to pay CenturyTel in accordance with payment terms set for the in Attachment B, a copy of which is attached to this Agreement as "Attachment B" and incorporated by reference herein the same as if it were set forth in full at length at this point.

**Section 4. Early Termination**. Customer understands and agrees that the payment terms set forth in Attachment B are based on the ability of CenturyTel to recover any and all of the costs as shall be incurred by CenturyTel to provide the services set forth herein for the entire length of the term of this Agreement. In the event that Customer should terminate this Agreement at any time prior to the expiration of the full term hereof, CenturyTel may impose on the Customer an early termination charge (hereinafter referred to as: "the Early Termination Charge") in accordance with applicable tariffs. Customer agrees to pay the Early Termination Charge with the final bill or thereafter upon receipt.

**Section 5. Title to Facilities.** Except as specifically set forth herein or in CenturyTel tariffs on file with the Public Service Commission of Missouri ("PSC of MO") to the contrary at any time during the term of this Agreement as this Agreement may be renewed from time to time, Customer shall not receive ownership, xclusive use of or any other right or interest in the facilities used by CenturyTel, up to and including the specified Standard Network Interface (SNI), to furnish the services provided hereunder.

**Section 6. Limitation of Liability.** The liability of CenturyTel for alleged damages to the Customer arising out of or occurring in connection with the provisions of the Service as a result of alleged mistakes, omissions, interruptions, delays, errors, or defects in transmission or otherwise in any respect in the provision by CenturyTel to the Customer of the Service, and not caused or contributed to by the negligence or intentional misconduct of the Customer shall not in any event exceed an amount equivalent to the proportionate charge to the Customer by CenturyTel for the period of time during which any such alleged mistake, omission, delay, error or defect in transmission or otherwise in any respect in the provision by CenturyTel to the Customer of the Service. CenturyTel shall not otherwise be liable to Customer except as herein provided.

Except as specifically set forth herein or in CenturyTel tariffs on file with the public utility commission to the contrary at any time during the term of this Agreement as this Agreement may be renewed from time to time, CenturyTel shall not be liable to Customer for any incidental or consequential damages, including, but not limited to, lost or anticipated profits. Except for provisions to the contrary in Attachment B, CenturyTel shall not be liable for damages (special, consequential, or otherwise) resulting from delays in the Initial Service Date.

**Section 6. Access to Customer Premises**. CenturyTel shall have the right to access the premises of Customer at all times as reasonably necessary to fulfill its obligations hereunder.

**Section 7. Force Majeure**. Neither party shall be held liable for any delay or failure in the performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, trikes, power blackouts, volcanic action, or other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

**Section 8. Amendments; Waivers.** This Agreement, or any part thereof, or any Attachments hereto or documents referred to herein, may be modified or additional provisions may be added by written agreement signed by or on behalf of both parties. No course of dealing or failure of any party to strictly enforce any term, right, or condition of this Agreement, whether one or more, shall be construed as a waiver of such term, right or condition.

**Section 9. Notices and Demands**. Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or deposited, postage prepaid, in the United States Mail, via certified mail, return receipt requested. If personal delivery is selected as the method of giving notice under this Section, a receipt of such delivery shall be obtained. The address to which such notices, demands, requests, elections or other communication may be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

**Section 10. Third-Party Beneficiaries.** This Agreement shall not provide any person not a party to the Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

**Section 11. Joint Work Product**. This Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party as the drafter of this Agreement.

**Section 12. Assignment**. Neither party shall assign or nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Any such assignment without the prior written consent of the other party shall be void. Notwithstanding the foregoing, CenturyTel may, without Customer's consent, assign this Agreement, in whole or in part, to any of CenturyTel's corporate affiliates.

Section 13. Scope of this Agreement and Relationship to Other Documents. The Services and joods provided by CenturyTel are furnished pursuant to CenturyTel's tariffs and all amendments and revisions thereto on file with the public utility commission. The Customer acknowledges an understanding of these tariffs and an understanding that the General Regulations including Conditions of Offering contained in CenturyTel's filed tariffs also apply to the Services provided hereunder. CenturyTel is a regulated public utility and is not bound by any representations or inducements not set forth in its tariffs or this Agreement. Customer acknowledges having read the terms and conditions of this Agreement and agrees to be bound thereby. To the extent that this Agreement, including, but not limited to, any and all applicable tariffs on file with the public utility commission is in conflict with any other prior agreements, oral or written representations, statements, negotiations, understandings or proposals, the terms of this Agreement shall control. The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict between the Agreement and any attachment(s) referred to herein, the terms of the Agreement shall prevail. In the event of a conflict between this Agreement and any attachment(s) and the applicable tariff(s), the applicable provision(s) of the applicable tariff shall govern and control any such conflict. This Agreement, and the attachments to this Agreement, and the applicable tariffs are the complete agreement of the parties with respect to the subject matter hereof and are in lieu of all prior understandings written or oral. This Agreement and its attachments may not be changed except in a writing signed by both parties.

**Section 14. Facsimile Signatures.** In lieu of a request by either party for an original signature, each party to this Agreement agrees to accept a facsimile signature on behalf of the other party as an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement by their duly authorized representatives on the dates set forth beneath the signatures of each.

(customer name)	CenturyTel of Missouri, LLC
By: Maith Defenance	By:
Printed Name: Keith Schnarre	Printed Name:
	Title:
Date: JANUARY 31, 2006	Date:



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#### Attachment A

The services and equipment under this contract are as follows:

Quantity Description

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1 Frame relay DS1 circuit from 625 Cherry to 22 N. 8<sup>th</sup> St, Columbia, MO.

(This is a circuit upgrade from 256K to DS1 with full DS1 CIR)

#### Schedule B

#### Payment for Services

Term Payment Plan:	12 Months
Monthly Charges:	\$510.00 circuit + \$90 (DS1 CIR)
Non-recurring Charges:	\$20.00

Note: taxes and fees not included

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