

AGREEMENT FOR MEDICAL EXAMINER SERVICES
(Clay County, Missouri)

THIS AGREEMENT, by and between Jackson County, Missouri, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter called "Jackson County," and Clay County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Clay County," is made and entered into this 11 day of June, 2018.

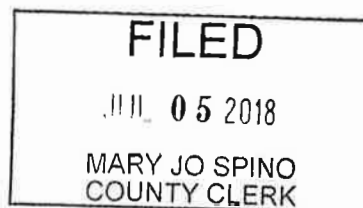
WITNESSETH:

WHEREAS, Clay County, Missouri, a county of the first class, is required by sections 58.700 and 58.705, RSMo, to appoint a physician duly licensed by the Missouri state board of healing arts as Clay County's medical examiner; and,

WHEREAS, section 58.765, RSMo, authorizes any two or more counties to, by contract, join in the appointment of a county medical examiner to serve all such counties and requires the counties' governing bodies to approve the contract, administer the appointment, and allocate the costs among the counties; and,

WHEREAS, Diane Peterson, M.D., the duly appointed medical examiner of Jackson County, is fully qualified, ready, and willing to serve as Clay County's Medical Examiner; and,

WHEREAS, by Resolution 19460, dated April 24, 2017, the Jackson County Legislature did authorize a twelve-month agreement for Diane Peterson, M.D., the duly appointed Chief Medical Examiner of Jackson County to serve as Clay County's Medical Examiner through June 30, 2018; and,



WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and Clay County have agreed on an equitable arrangement for the continued funding of a joint medical examiner's office located at the site of the current Jackson County Medical Examiner's facility, which has worked satisfactorily for the past few years; and,

WHEREAS, the recommended agreement calls for the execution of a new twelve-month Cooperative Agreement beginning July 1, 2018 through June 30, 2019, for compensation payable to Jackson County in the amount of \$621,757.44; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Clay Counties that the counties cooperate in the joint funding and operation of a single medical examiner's office; now therefore

In consideration of the above and foregoing and the promises and covenants herein contained, it is agreed by and between the parties as follows:

1. Jackson County Medical Examiner Diane Peterson, M. D., shall serve as the Clay County Medical Examiner.

2. Jackson County shall provide and otherwise make available to Clay County all resources of the Jackson County Medical Examiner's office, for the purpose of allowing Dr. Peterson to discharge all responsibilities of the Clay County Medical Examiner as set out in Chapter 58, RSMo, as amended, in accordance with the standards of the National Association of Medical Examiners, in the same manner as for Jackson County cases.

3. Jackson County shall be responsible for maintaining and storing all records of the Clay County Medical Examiner relating to cases investigated by that

office arising on or after January 1, 1997, the date on which Jackson County began providing Medical Examiner services to Clay County. Clay County shall be responsible for maintaining and storing all of its medical examiner records relating to cases arising before that date.

4. Jackson County shall be responsible for ensuring the availability of medical examiners employed by the Jackson County Medical Examiner's Office to provide testimony as necessary in any Clay County death cases involving investigations or other relevant data produced by the Jackson County Medical Examiner's Office.

5. Beginning July 1, 2018, through June 30, 2019, Clay County will pay Jackson County the sum of \$621,757.44, payable in quarterly installments of \$155,439.36 each. The initial installment shall be due on July 1, 2018, with the remaining installments due, respectively, on the first day of each succeeding calendar quarter after this Agreement shall have commenced. All payments shall be made to Jackson County's Director of Finance and Purchasing.

6. The payments set out in paragraph above shall constitute the entire amount that Clay County is obligated to pay for medical examiner services described in paragraphs 2, 3 and 4, except that any fees billed for court appearances, travel, professional fees, and document preparation by independent contract pathologists or other experts retained by Jackson County, or by former employees of the Medical Examiner's Office, with regard to Clay County death cases shall be the additional responsibility and cost of Clay County.

7. Clay County shall be responsible for any and all costs associated with the management of a mass fatality event in its jurisdiction, over and above the regular

salaries of Jackson County personnel. The Jackson County Medical Examiner's Office shall be responsible for coordinating and providing resources for the purpose of handling all mass fatality incidents that occur in Clay County. The responsibility for requesting outside local, state, or federal resources to assist with the recovery, identification, processing, and releasing of decedents will fall under the authority of the Chief Medical Examiner of Jackson County, Missouri.

8. Clay County shall indemnify, defend, and hold harmless Jackson County and all of its agents, agencies, and employees, from all claims of every kind and nature whatsoever, arising out of or resulting from Clay County death cases and investigations. Jackson County shall likewise defend, indemnify and hold harmless Clay County and all of its agents, agencies, and employees, with regard to such claims arising out of Jackson County death cases and investigations.

9. This Agreement shall be effective as of July 1, 2018, and shall continue until June 30, 2019, unless sooner terminated. This Agreement may be terminated by either party upon 30 days written notice to the other party. Said notices, if issued, shall be issued to Jackson County's Medical Examiner and to Clay County Administrator.

10. This Agreement incorporates the entire Agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

JACKSON COUNTY, MISSOURI


CLAY COUNTY, MISSOURI

APPROVED AS TO FORM:

APPROVED AS TO FORM

By 
W. Stephen Nixon
County Counselor

By 
County Administrator

By 
Frank White, Jr.
County Executive

ATTEST:

By 
Mary Jo Spino
Clerk of the County Legislature

CERTIFICATION

I hereby certify as follows:

- i) That there is a sufficient unencumbered balance appropriated to satisfy in full the financial obligation imposed by this Contract; and
- ii) That there is a sufficient cash balance available in the treasury to satisfy in full the financial obligation imposed by this Contract.

 6-5-2018
Clay County Auditor 12:39pm

