

AGREEMENT FOR MEDICAL EXAMINER SERVICES

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 28 day of Feb., 2010.

WITNESSETH:

WHEREAS, Clay County, Missouri, a county of the first class, is required by §§ 58.700 and 58.705, RSMo 2000, to appoint a physician duly licensed by the Missouri state board of healing arts as Clay County's medical examiner; and,

WHEREAS, § 58.765, RSMo 2000, 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, Mary Dudley, 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, the Jackson County Medical Examiner, Jackson County Legislature, 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; and,

FILED
MAR 10 2011
MARY JO SPINO
COUNTY CLERK

2011-16

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 Mary Dudley, 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. Dudley 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 and provide all resources of the Jackson County Medical Examiners Office, for the purpose of handling all mass fatality incidents that occur in Clay County. The responsibility of 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.

5. For the services set out above, Clay County will pay Jackson County the sum of \$232,430.00 for the year 2011, in quarterly installments of \$58,107.50. The initial installment shall be due on January 2, 2011, 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 5 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 with regard to Clay County death cases shall be the additional responsibility and cost of Clay County.

7. 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.

8. This Agreement shall be effective as of January 1, 2011, and shall continue until December 31, 2011, 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's Presiding Commissioner.

9. 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

APPROVED AS TO FORM

By W. Stephen Nixon
W. Stephen Nixon
COUNTY COUNSELOR

By Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

By Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

CLAY COUNTY, MISSOURI

APPROVED AS TO FORM

By Robert G. ...
County Counselor

By Paul Mason
Presiding Commissioner


ATTEST:

By Shirley Chapman
County Clerk

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.



Clay County Auditor