

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 6 day of February, 2012.

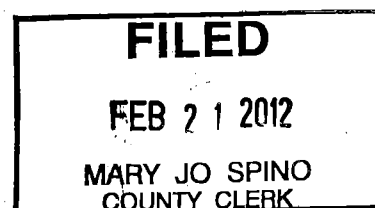
WITNESSETH:

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, 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,



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 \$240,565.00 for the year 2012, in quarterly installments of \$60,141.25. The initial installment shall be due on January 2, 2012, 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, 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 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.

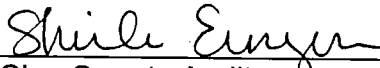
8. This Agreement shall be effective as of January 1, 2012, and shall continue until December 31, 2012, unless sooner terminated. This Agreement may be

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

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

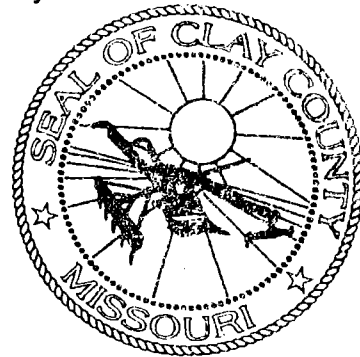
APPROVED AS TO FORM

By County Counselor
County Counselor

By Presiding Commissioner
Presiding Commissioner

ATTEST:

By County Clerk
County Clerk



**RESOLUTION
OF THE CLAY COUNTY COMMISSION
CLAY COUNTY, MISSOURI**

ATTEST A TRUE COPY
GIVEN IN OPENING, CLERK
CLAY COUNTY COMMISSION

2012-15

BY *Tracy [Signature]*
DEPUTY CLERK

**APPROVAL OF AGREEMENT FOR MEDICAL
EXAMINER SERVICES BETWEEN CLAY COUNTY AND
JACKSON COUNTY, MISSOURI
COUNTY COMMISSION**

BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI THAT, this Commission hereby approves the attached agreement for Medical Examiner Services between Jackson County and Clay County, Missouri. Clay County will pay Jackson County the sum of \$240,565.00 for the year 2012 in quarterly installments of \$60,141.25 with the first payment for 2012 upon approval of this resolution. The Presiding Commissioner is authorized to sign the attached contracts (if applicable) and documents to facilitate this order. The County Clerk is hereby directed to forward a copy of this resolution, its attachments, and two original contracts to Denise Dobbins, Administrative Supervisor, Office of the Medical Examiner, 660 East 24th Street, Kansas City, MO, 64108.

ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 6 DAY OF February, 2012.

Per RSMo. 50.660, I certify the unencumbered cash balance in Fund 100 is \$ 18,450,704 and the unencumbered appropriation in Fund 100 Account 534 Line Item 207 is \$ 241,727 as of the date and time stamp below.

Shirley Emyer Date: 2/6/12 Time: 2:22 pm
Clay County Auditor

APPROVED AS TO FORM AND LEGALITY:

[Signature]
COUNTY COUNSELOR

ATTEST: *[Signature]*
COUNTY CLERK

[Signature]
PRESIDING COMMISSIONER

[Signature]
WESTERN COMMISSIONER

ABSENT

EASTERN COMMISSIONER

BY:

