

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement for Medical Examiner Services in 2009 with Cass County, Missouri, for compensation payable to Jackson County in the amount of \$95,015.00.

**RESOLUTION #16783**, December 8, 2008

**INTRODUCED BY** Theresa Garza Ruiz, County Legislator

WHEREAS, Cass County, Missouri, a county of the first class, is required by § 58.700 and § 58.705, RSMo, to appoint a physician duly licensed by the Missouri State Board of Healing Arts as Cass County's medical examiner; and,

WHEREAS, § 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 H. Dudley, M.D., the duly appointed Chief Medical Examiner of Jackson County, is fully qualified, ready, and willing to serve as Cass County's Medical Examiner as well; and,

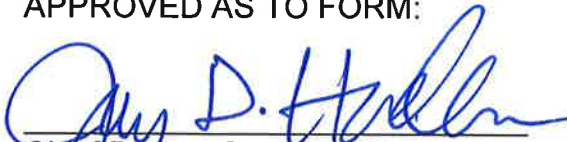
WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and Cass County have agreed on an equitable arrangement for the funding of a joint medical examiner's office to be located at the site of the current Jackson County Medical Examiner's facility, which has worked satisfactorily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

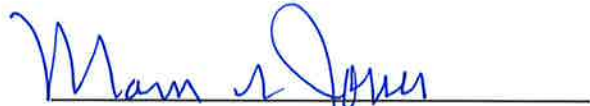
WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Cass Counties that the counties cooperate in the joint funding and operation of a single medical examiner's office in 2009; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement for Medical Examiner Services in 2009 with Cass County, Missouri, in a form to be approved by the County Counselor, for compensation payable to Jackson County in the amount of \$95,015.00.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16783 of December 8, 2008, was duly passed on December 8, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

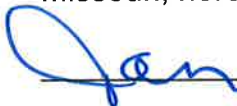
Absent 1

12.9.08  
Date

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**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 Cass County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Cass County," is made and entered into this 29<sup>th</sup> day of

 \_\_\_\_\_, 2008.

**WITNESSETH:**

WHEREAS, Cass County, Missouri, a county of the first class, pursuant to §§ 58.700 and 58.705, RSMo 2000, desires to appoint a physician duly licensed by the Missouri State Board of Healing Arts as Cass 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 Cass County's Medical Examiner; and,

WHEREAS, the Jackson County Medical Examiner and administration and Cass 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**  
FEB 12 2008  
  
MARY JO SPINO  
COUNTY CLERK

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Cass 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:

I. Jackson County Medical Examiner Mary Dudley, M. D., shall serve as the Cass County Medical Examiner.

II. Jackson County shall provide and otherwise make available to Cass County all resources of the Jackson County Medical Examiner's Office, for the purpose of allowing Dr. Dudley to discharge all responsibilities of the Cass 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.

III. Jackson County shall be responsible for maintaining and storing all records of medical examiner cases relating to cases investigated by the Jackson County Medical Examiners Office arising on or after January 1, 2004, the date on which Jackson County began providing Medical Examiner services to Cass County. Cass County shall be responsible for maintaining and storing all of its records relating to cases arising before that date.

IV. 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 Cass 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.

V. For the services set out above, Cass County will pay Jackson County the sum of \$95,015, for the year 2009, in quarterly installments of \$23,753.75. The initial installment shall be due upon execution of this Agreement, 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.

VI. The payments set out in paragraph 5 above shall constitute the entire amount that Cass 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 preparation by independent contract pathologists or other experts retained by Jackson County with regard to Cass County death cases shall be the additional responsibility and cost of Cass County.

VII. Cass 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 Cass County death cases and investigations. Jackson County shall likewise indemnify, defend, and hold harmless Cass County and all of its agents, agencies, and employees, with regard to such claims arising out of Jackson County death cases and investigations.

VIII. This Agreement shall be effective as of January 1, 2009, and shall continue until December 31, 2009, unless sooner terminated. This Agreement may be terminated by either party upon 30 days written notice to the other party. Said notices, if

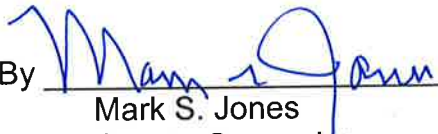
issued, shall be issued to Jackson County's Medical Examiner and to Cass County's Presiding Commissioner.

IX. 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.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By   
Mark S. Jones  
County Counselor

By   
Michael D. Sanders  
County Executive

ATTEST:

CASS COUNTY, MISSOURI

  
Mary Jo Spino  
Clerk of the County Legislature

By   
Presiding Commissioner

## CERTIFICATION

I hereby certify as follows:

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

  
\_\_\_\_\_  
Cass County Auditor