



PLATTE COUNTY COMMISSION

BEVERLEE ROPER
1ST DISTRICT COMMISSIONER

JASON BROWN
PRESIDING COMMISSIONER

DUANE SOPER
2ND DISTRICT COMMISSIONER

FILED

MAR 7 2013

MARY JO SPINO
COUNTY CLERK

COURT ORDER: 2013-CO-21

Department: County Commission

Prepared by: Dana Babcock

Court Order Title: Agreement for Medical Examiner Services and Addendum

Yearly agreement between Jackson County, Missouri and Platte County, Missouri for Medical Examiner Services.

Budget Impact: \$83,244.00

APPROVED BY THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI, ON

THIS 19th DAY OF February, 2013 .



ATTEST:

Handwritten signature of Joan Harms.

Joan Harms
County Clerk

Handwritten signature of Jason Brown.

Jason Brown
Presiding CommissionerHandwritten signature of Beverlee Roper.

Beverlee Roper
1st District CommissionerHandwritten signature of Duane Soper.

Duane Soper
2nd District Commissioner

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 Platte County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Platte County," is made and entered into this 19 day of Feb, 2013.

WITNESSETH:

WHEREAS, Platte 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 Platte 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 Platte County's Medical Examiner; and,

WHEREAS, the Jackson County Medical Examiner and Platte 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; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Platte 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 continue to serve as the Platte County Medical Examiner.
2. Jackson County shall provide and otherwise make available to Platte County all resources of the Jackson County Medical Examiner's office, for the purpose of allowing Dr. Dudley to discharge all responsibilities of the Platte 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 Platte County Medical Examiner relating to cases investigated by that office arising on or after January 1, 1993, the date on which Jackson County began providing Medical Examiner services to Platte County. Platte 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 Platte 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, Platte County will pay Jackson County the sum of \$83,244.00, for the year 2013, in quarterly installments of \$20,811.00. The initial installment shall be due on January 1, 2013, 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 Platte 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 Platte County death cases shall be the additional responsibility and cost of Platte County.

7. Platte 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 Platte County death cases and investigations. Jackson County shall indemnify, defend, and hold harmless Platte 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, 2013, and shall continue until December 31, 2013, 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 Platte County's Presiding Commissioner.

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

(Signature Page to Follow)

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

PLATTE COUNTY, MISSOURI

APPROVED AS TO FORM

By Robert H. Shaw
County Counselor

By Presiding Commissioner
Presiding Commissioner

ATTEST:

By Jean Harms 2-19-13
County Clerk

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.



Platte County Auditor
Platte County Auditor

ADDENDUM TO
AGREEMENT FOR MEDICAL EXAMINER SERVICES

THIS ADDENDUM TO AGREEMENT, by and between Jackson County, Missouri, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter called "Jackson County," and Platte County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Platte County," is made and entered into this 19 day of Feb, 2013

WHEREAS, pursuant to an Agreement dated 2-19-13, ("The Prior Agreement") Jackson County provides Medical Examiner Services to Platte County for specified compensation; and,

WHEREAS, through Federal grant funding administered by the Mid-America Regional Council, Jackson County has acquired a mobile morgue trailer for use in mass casualty events; and,

WHEREAS, Jackson County propose to make the trailer available for use by Platte County for mass casualty events occurring in that county; and,

WHEREAS, The Amendment shall govern the terms of the use of Jackson County's mobile morgue trailer in responding to mass casualty events in Platte County; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Platte Counties that the counties cooperate in the use of mobile morgue trailer; 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. Except as specifically provided herein the Prior Agreement of the parties shall remain in full force and effect pursuant to its terms.

2. Jackson County agrees to furnish its mobile morgue trailer to respond to mass casualty events in Platte County, as determined to be appropriate by the Medical Examiner. Said response shall be at no additional cost to Platte County beyond that specified in the Prior Agreement, except as set out in paragraph 3 below.

3. In the event that Jackson County's mobile morgue trailer responds to a mass casualty event in Platte County, Platte County agrees to be responsible for the cost of restocking the trailer with all of the consumable supplies and equipment used in such response. Jackson County will utilize the funds provided by Platte County to restock the consumable supplies and equipment in the trailer. Platte County shall also be responsible for the cost of repairs to the trailer and any equipment within the trailer, if either is damaged in the course of the mass casualty response in Platte County.

4. The Amendment, together with the Prior Agreement, shall constitute 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

PLATTE COUNTY, MISSOURI

APPROVED AS TO FORM

By *Robert A. Shaw*
County Counselor

By *[Signature]*
Presiding Commissioner

ATTEST:

By *Jean Harms 2-19-13*
County Clerk





PLATTE COUNTY COMMISSION

KATHY DUSENBERY
1ST DISTRICT COMMISSIONER

JASON BROWN
PRESIDING COMMISSIONER

JIM PLUNKETT
2ND DISTRICT COMMISSIONER

Approved as to form:

County Counselor

Pursuant to Sections 50.660 and 55.160 RSMO., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Kevin Robinson
County Auditor