

10/13/17



PLATTE COUNTY COMMISSION

DAGMAR WOOD
1ST DISTRICT COMMISSIONER

RON SCHIEBER
PRESIDING COMMISSIONER

JOHN ELLIOTT
2ND DISTRICT COMMISSIONER

COUNTY COMMISSION ORDER: 2017 - CO - 239

Department: County Commission

Prepared By: Dana Babcock

IN THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI

AN ORDER APPROVING A CONTRACT BETWEEN PLATTE COUNTY, MISSOURI AND Jackson County, Missouri FOR THE PURPOSE OF Medical Examiner Services.

WHEREAS, it is in the best interests of the citizens of Platte County that the County enter into a contract with Jackson County, Missouri for the purpose of Medical Examiner Services.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. **CONTRACT APPROVAL** The COUNTY is hereby authorized to enter into a Contract with Jackson County, Missouri for the purpose of Medical Examiner Services.

2. **EXECUTION OF CONTRACT.** The Presiding Commissioner and the County Clerk are hereby authorized to execute the Contract in substantially the form of the proposed Contract attached hereto, together with any and all other documents as needed to carry out the intent of this Order.

Budget Impact: \$125,835.52

This Order shall be effective immediately upon passage.

Done this 2nd day of October, 2017 at Platte City, Missouri.



ATTEST:
Nancy Armstrong,
County Clerk

By: Dana Babcock 10.02.2017
Deputy Clerk

[Signature]
Ron Schieber
Presiding Commissioner

[Signature]
Dagmar Wood
1st District Commissioner

[Signature]
John Elliott
2nd District Commissioner

FILED
OCT 12 2017
MARY JO SPINO
COUNTY CLERK

AGREEMENT FOR MEDICAL EXAMINER SERVICES
(Platte 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 Platte County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Platte County," is made and entered into this 2nd day of October, 2017.

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, Diane Peterson, 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, by Resolution 19000, dated November 16, 2015, 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 Platte County's Medical Examiner through December 31, 2016; and,

WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and Platte 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, pursuant to the First Addendum dated January 3, 2017, Jackson County and Platte County executed an extension to this Agreement through March 1, 2017, at the previously agreed upon rates; and,

WHEREAS, Jackson County and Platte County now agree to extend this Cooperative Agreement through June 30, 2017, at the previously agreed upon rates; and,

WHEREAS, Jackson County and Platte County further agree to the execution of a new twelve-month Cooperative Agreement for the period July 1, 2017, through June 30, 2018, for compensation payable to Jackson County in the amount of \$125,835.52; 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 Diane Peterson, M. D., shall 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. Peterson 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 for ensuring the availability of medical examiners employed by the Jackson County Medical Examiner's Office to provide testimony as necessary in any Platte County death cases involving investigations or other relevant data produced by the Jackson County Medical Examiner's Office.

5. For the services set out above, Platte County will pay Jackson County the sum of \$30,764.00 for the period of March 2, 2017, through June 30, 2017.

6. Beginning July 1, 2017, through June 30, 2018, Platte County will pay Jackson County the sum of \$125,835.52, payable in quarterly installments of \$31,458.88 each. The initial installment shall be due on July 1, 2017, 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.

7. The payments set out in paragraphs 5 and 6 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.

8. Platte 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 Platte 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. The term "mass fatality" shall be defined as 12 or more fatalities resulting from a singular event.

9. 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 likewise defend, indemnify 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.

10. This Agreement shall be effective as of January 1, 2017, and shall continue until June 30, 2018, 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.

11. 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

PLATTE COUNTY, MISSOURI

APPROVED AS TO FORM:

APPROVED AS TO FORM

By W. Stephen Nixon
W. Stephen Nixon
County Counselor

By Robert H. Shaw
County Counselor

By Frank White, Jr.
Frank White, Jr.
County Executive

By [Signature]
Presiding Commissioner



ATTEST:

ATTEST:

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

By Doene Duskiaw 10.02.2017
County Clerk - Chief Deputy

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.

[Signature]
Platte County Auditor