

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res. Ord No.: 19840

Sponsor(s): Crystal Williams

Date: April 23, 2018

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: Authorizing a cooperative agreement with Clay County, Missouri</p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$621,757..</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$306,028.</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$621,757.</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$621,757.</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; TO</td> <td>TO ACCT 002-9999-45406</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$621,757..	Amount previously authorized this fiscal year:	\$306,028.	Total amount authorized after this legislative action:	\$621,757.	Amount budgeted for this item * (including transfers):	\$621,757.	Source of funding (name of fund) and account code number; TO	TO ACCT 002-9999-45406
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PRIOR LEGISLATION	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 19460 April 24, 2017</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Kandi Brooke, Administrative Supervisor for Dr. Diane Peterson, Chief Medical Examiner</p>										
REQUEST SUMMARY	<p>The JCMEO is requesting resolution to execute a cooperative agreement for Medical Examiner services with Clay County, Missouri for compensation payable to Jackson County in the amount of \$621,757.44</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Res. 19460 dated April 24, 2017</p>										

REVIEW	Department Director: <i>Diane Peterson/NO</i>	Date: <i>04/12/2018</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

AGREEMENT FOR MEDICAL EXAMINER SERVICES
(Clay 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 Clay County, Missouri, a County of the First Class of the State of Missouri, hereinafter called "Clay County," is made and entered into this _____ day of _____, 2018.

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, Diane Peterson, 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, by Resolution 19460, dated April 24, 2017, 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 Clay County's Medical Examiner through June 30, 2018; and,

WHEREAS, the Jackson County Medical Examiner, Jackson County administration, 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, which has worked satisfactorily for the past few years; and,

WHEREAS, the recommended agreement calls for the execution of a new twelve-month Cooperative Agreement beginning July 1, 2018 through June 30, 2019, for compensation payable to Jackson County in the amount of \$621,757.44; 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 Diane Peterson, 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. Peterson 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 for ensuring the availability of medical examiners employed by the Jackson County Medical Examiner's Office to provide testimony as necessary in any Clay County death cases involving investigations or other relevant data produced by the Jackson County Medical Examiner's Office.

5. Beginning July 1, 2018, through June 30, 2019, Clay County will pay Jackson County the sum of \$621,757.44, payable in quarterly installments of \$155,439.36 each. The initial installment shall be due on July 1, 2018, 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 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 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 Clay 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.

8. 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.

9. This Agreement shall be effective as of January 1, 2018, and shall continue until June 30, 2019, 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.

10. 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

CLAY COUNTY, MISSOURI

APPROVED AS TO FORM:

APPROVED AS TO FORM

By _____
W. Stephen Nixon
County Counselor

By _____
County Counselor

By _____
Frank White, Jr.
County Executive

By _____
Presiding Commissioner

ATTEST:

ATTEST:

By _____
Mary Jo Spino
Clerk of the County Legislature

By _____
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