

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 Clay County, Missouri, for compensation payable to Jackson County in the amount of \$216,976.00.

RESOLUTION #16782, December 8, 2008

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, Clay County, Missouri, a county of the first class, is required by § 58.700 and § 58.705, RSMo 2000, to appoint a physician duly licensed by the Missouri State Board of Healing Arts as Clay 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 H. Dudley, M.D., the duly appointed Chief Medical Examiner of Jackson County, is fully qualified, ready, and willing to serve as Clay County's Medical Examiner as well; and,

WHEREAS, the Jackson County Medical Examiner, Jackson County administration, and

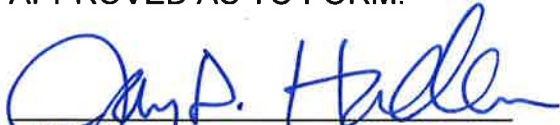
Clay County have agreed on an equitable arrangement for the funding of a joint medical examiner's office to be located at the site of the current Jackson County Medical Examiner's facility, which has worked satisfactorily for the past few years; and,

WHEREAS, it is in the best interests of the public health, safety, and welfare of the citizens of both Jackson and Clay 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 Clay County, Missouri, in a form to be approved by the County Counselor, for compensation payable to Jackson County in the amount of \$216,976.00.

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 #16782 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

Res. #16782

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 23 day of Feb, 2009

WITNESSETH:

WHEREAS, Clay 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 Clay 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 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,

FILED
MAR 11 2009
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 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:

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

II. 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.

III. 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.

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 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.

V. For the services set out above, Clay County will pay Jackson County the sum of \$216,976.00, for the year 2009, in quarterly installments of \$54,244.00. 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 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 preparation by independent contract pathologists or other experts retained by Jackson County with regard to Clay County death cases shall be the additional responsibility and cost of Clay County.

VII. 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.

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 Clay 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
Mark S. Jones
County Counselor

By Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

CLAY COUNTY, MISSOURI

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

By Ed Quinn
Presiding Commissioner

ATTEST:

By Thomas M. Brandom
Thomas M. Brandom
Clerk of the Clay County Commission



APPROVED AS TO FORM:

[Signature]
Clay County Counselor

Jackson Co
ATTEST A TRUE COPY
THOMAS M. BRANDOM, CLERK
CLAY COUNTY COMMISSION
BY *Sandy Barlow*
DEPUTY CLERK

RESOLUTION
OF THE CLAY COUNTY COMMISSION
CLAY COUNTY, MISSOURI

2009-16

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 \$216,976.00 for the year 2009 in quarterly installments of \$54,244.00 with the first payment for 2009 upon approval of this resolution. The Presiding Commissioner is authorized to sign the attached contracts (if applicable) and documents to facilitate this order.

ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 23 DAY OF Feb, 2009.

In accordance with Missouri Revised Statutes - "Rules governing contracts" section 50.660, "No contract or order imposing any financial obligation on the county is binding on the county unless it is in writing and unless there is a balance otherwise unencumbered to the credit of the appropriation to which it is to be charged and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred and unless the contract or order bears the certification of the accounting officer so stating. All orders for supplies, materials, equipment or services other than personal shall bear the certification. In case of such contract, no financial obligation accrues against the county or township until the supplies, materials, equipment or services other than personal are so ordered and the certificate furnished."

Accounting Officer Certification

The amount to be encumbered is \$216,976.00 to the appropriation of Fund 100 Account 534 Line Item 207. The unencumbered cash balance in the fund is \$ 1,034,870 as of Jan 30, 2009. I certify that the proposed encumbrance has an unencumbered balance available and an adequate cash balance for this transaction.

Clay County Auditor
Vig Helbert

APPROVED AS TO FORM AND LEGALITY:

Z. O. [Signature]
COUNTY COUNSELOR

ATTEST:
[Signature]
COUNTY CLERK

BY: _____

[Signature]
PRESIDING COMMISSIONER

[Signature]
WESTERN COMMISSIONER

[Signature]
EASTERN COMMISSIONER