

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between Board of County Commissioner of Arapahoe County, Colorado (“Board”) and Dr. Casey Bitting (“Dr. Bitting”) as of the day and year indicated below.

WHEREAS, Dr. Bitting was appointed as the Coroner of Arapahoe County on June __, 2026, effective July 1, 2026 to complete the vacated term ending in January of 2027;

WHEREAS, as appointed Coroner, Dr. Bitting is charged with certain duties and responsibilities;

WHEREAS, pursuant to C.R.S. § 30-2-102 the salary of the Arapahoe County Coroner is currently set at \$131,701.00 per year; however, pursuant to C.R.S. § 30-2-108 a board of county commissioners may provide additional compensation to a county coroner who performs post-mortem examinations (also known as autopsies), which additional compensation is to be paid from the county treasury;

WHEREAS, Dr. Bitting is a licensed medical doctor and is a certified forensic pathologist and will be performing post-mortem examinations of the bodies of deceased persons on behalf of the citizens of Arapahoe County;

WHEREAS, the Board has elected to provide additional compensation to Dr. Bitting for performing post-mortem examinations by increasing her yearly compensation for her to a total of \$_____ per year (“Total Yearly Compensation”), to be paid bi-weekly over the course of the year in the same manner as other County officials and employees, with the amount that is in addition to her statutory salary (“Additional Compensation”) being specifically for her services in performing and supervising post-mortem examinations;

WHEREAS, as further additional compensation the Board has also elected to grant Dr. Bitting permission to use County facilities to perform post-mortem examinations and other services in addition to those provided in her role as Arapahoe County Coroner, subject to Dr. Bitting agreeing to payment of certain fees and reimbursement of costs to the County, as also set forth below; and

WHEREAS, Dr. Bitting and the Board are desirous of entering into this Memorandum of Understanding in order to memorialize their understanding with regard to the foregoing.

NOW, THEREFORE, in consideration of the mutual promises herein outlined, the parties agree:

1. For her appointed term of office beginning in July 2, 2026, and ending in January of 2027, Dr. Bitting agrees to perform all of her job functions and duties as Arapahoe

County Coroner, to include reasonably necessary post-mortem examinations, in exchange for the payment of the Total Yearly Compensation of \$_____, which will be pro-rated based on the time as the appointed Coroner and as described above. Her job functions and duties as Arapahoe County Coroner can generally be described as follows:

- a. Administer the Office of Coroner
 - b. Conduct and/or supervise staff in performing death investigations for deaths occurring in Arapahoe County
 - c. Perform and/or supervise licensed staff in performing post-mortem examinations for deaths occurring in Arapahoe County, with at least 30% of such examinations being performed per year by Dr. Bitting personally
 - d. Provide medico-legal consultation on deaths occurring in Arapahoe County, including:
 - 1) Courtroom testimony
 - 2) Consultation with prosecutors/defense attorneys
 - 3) Medical consultation for law enforcement
 - 4) Other as needed
2. Dr. Bitting also performs additional professional services as a forensic pathologist that are not on behalf of the citizens of Arapahoe County, and not included in the compensation paid by the County. Dr. Bitting is hereby granted a revocable license to use the County owned coroner facilities for purposes of providing such additional professional services, subject to the following conditions:
- a. Private post-mortem examinations (performed, e.g., for other counties, private citizens, and law firms):
 - 1) Dr. Bitting will reimburse the County for each private post-mortem examination performed by her or her staff (whether for another governmental entity or a private entity) the sum of \$175.00.
 - 2) County staff who assist in the provision of such additional professional services will “clock-out” so that the County is not compensating them for the time taken to perform those services.
 - 3) The \$175.00 reimbursement to the County is intended to compensate the County for the materials (scalpels, tissue cassettes, chemicals, etc.) used, as well as utilities and office expenses (phone, fax, mailing, etc.).
 - b. Testimony in civil cases arising out of “County cases” (those services performed as part of Dr. Bitting’s constitutional or statutory duties, or as part of the compensation negotiated by the Board of County Commissioners):
 - 1) The County will receive 100% of all professional fees billed by Dr. Bitting for such services. Invoices documenting the fees billed will be attached to the reimbursed sums to ensure accurate accounting for this portion of the MOU; payment will be made directly to the Coroner’s Office by attorneys requesting the services.
 - c. Use of the County facilities for medico-legal consultations for district attorneys throughout the state, law firms, or other clients on “non-County cases”:

- 1) Dr. Bitting will reimburse the County 5% of her invoices for such time. This reimbursement is intended to compensate the County for utilities and office expenses related to such services. Invoices documenting the fees billed will be attached to the reimbursed sums to ensure accurate accounting for this portion of the MOU.
- d. Reimbursements to the County for additional professional services will be made quarterly throughout the calendar year by Dr. Bitting.
3. Dr. Bitting will ensure that fees for any transport services or other services that are not ordinarily paid for the by the County are billed to the recipient of such services and reimbursed to the County if paid by the County. Reimbursements to the County will be made quarterly throughout the calendar year by Dr. Bitting.
4. Dr. Bitting agrees that her employment duties as a Coroner, as set forth in section 1. above, for which she is paid compensation by the County, will continue to have the first priority and that she will continue to work at least 40 hours per week (excepting time taken for vacation) on such duties. If for some reason Dr. Bitting is unable or unwilling to continue to fully perform her post-mortem examination duties as described in section 1. c. above, then the Board, at its discretion, may make an equitable adjustment to her Additional Compensation so that what Dr. Bitting has been and is paid is proportional to the amount that the actual number of post-mortem examinations is to the required number (for example, if Dr. Bitting performs only 50% of the post-mortem examinations required to be performed by her under this MOU, then the Additional Compensation may be adjusted by reducing it by 50%).
5. In addition to those services described above, Dr. Bitting will continue to perform pro bono consultation to the citizens of Colorado and the United States as time permits. As of the date of this Agreement, such services may be anticipated to include:
 - a. Lectures to various medical and civic organizations
 - b. Publications
 - c. Representation on local, state, and national committees
 - d. Teaching of undergraduate and graduate students, medical students, and pathology residents
6. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of Dr. Bitting which are pertinent to Dr. Bitting's performance under this MOU for the purpose of making an audit, examination, or excerpts. Dr. Bitting shall keep all such books, documents, papers, and records for a minimum period of three years.
7. This MOU shall be governed by the laws of the State of Colorado. Venue for any civil action related to this agreement shall be in Arapahoe County.
8. Dr. Bitting shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs,

expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of Dr. Bitting, or her principals, employees, agents, or subcontractors arising out of or in any way connected with the services she performs other than those services for which she is compensated by the County. Dr. Bitting's obligation to indemnify pursuant to this section, and to provide any extended insurance coverage where applicable, shall survive the completion of the performance of services other than those for which she is compensated by the County, and shall survive the termination of the MOU.

9. At all times while performing services other than those for which she is receiving compensation from the County, Dr. Bitting shall be an independent contractor and shall not be entitled to worker's compensation benefits and shall be obligated to pay federal and state income tax on any monies earned pursuant to those services. Notwithstanding any provision appearing in this MOU, all personnel hired by Dr. Bitting to perform those services shall be and remain at all times employees or contractors of Dr. Bitting for all purposes.
10. This MOU represents the entire and integrated agreement between the County and Dr. Bitting and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this MOU must be in writing and be signed by both parties. If any portion of this MOU is found by a court of competent jurisdiction to be void and/or enforceable, it is the intent of the parties that the remaining portions of this MOU shall be of full force and effect.
11. The term of this MOU shall be from July 2, 2023, through January 12, 2027, with the exception that this agreement shall automatically terminate prior to such date if Dr. Bitting resigns or if for some other reason she no longer holds the Office of Arapahoe County Coroner.

By: Dr. Casey Bitting
Date: _____

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

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