

**AGREEMENT BETWEEN  
JACKSON COUNTY, MISSOURI  
AND  
TRUMAN MEDICAL CENTER, INCORPORATED  
(JACKSON COUNTY MEDICAL EXAMINER)**

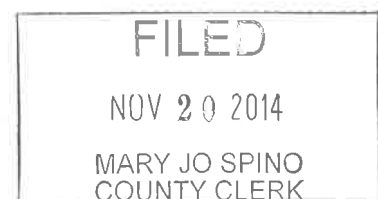
THIS AGREEMENT, is made and entered into by and between Jackson County, Missouri, a body corporate and politic of the State of Missouri (the County), and Truman Medical Center, Incorporated, a not-for-profit corporation organized under Chapter 355 of the Revised Statutes of Missouri (TMC).

**WITNESSETH:**

WHEREAS, on May 1, 1970, the County, TMC, and the City of Kansas City entered an historic Cooperation Agreement under which the City purchased and donated land for a new hospital, the County agreed to contribute \$13,000,000 to the building of the new hospital, the City agreed to allocate funds annually to support the "expenses of operating" the new hospital, and TMC agreed to care for the "medically indigent citizens of the County" up to the level of "funds made available to it"; and

WHEREAS, on December 29, 1972, the County and TMC entered a second historic agreement under which TMC would operate the Jackson County Hospital and Home and the Mission East Nursing Home (now TMC Lakewood), to care for medically indigent of the County at the facility, with the County providing initially \$3,800,000 to support that care; and

WHEREAS, over the ensuing 44 years the County, TMC and the City have leveraged this relationship to provide literally billions of dollars in care to the citizens of Jackson County; and



WHEREAS, as one part of this relationship, the County Medical Examiner since 1980 has been housed on the downtown campus of TMC, initially in 2,200 square feet in the main hospital, and in 1997 in expanded space in the Diagnostic & Treatment Center building (DTC), a building owned by TMC; and

WHEREAS, the relationship regarding space and services with the Medical Examiner's office has been documented by different agreements over the years, dated March 26, 1980, June 10, 1985, and February 20, 1997; and

WHEREAS, the County issued several debt obligations to provide funding for the renovation of the current Medical Examiner's space within the DTC with an outstanding principle debt, as calculated by the County, of approximately \$3.4 million still remaining on those bonds as of this date; and

WHEREAS, in 2013, TMC entered into a real estate sales contract with Children's Mercy Hospital, Inc. (CMH), to sell four buildings to CMH immediately adjacent to the CMH campus; and

WHEREAS, TMC has committed to provide new and expanded space for the operation of the County Medical Examiner at no additional cost to the County, in a free-standing building on the TMC campus at 2010 Harrison Street, by June 30, 2015 under the terms and conditions set forth in this Agreement.

In consideration of the foregoing and the promises herein contained, it is agreed by and between the parties as follows:

1. TMC will:
  - a. Provide to the County and its Medical Examiner a facility ("the Facility"), located in a current TMC-owned building on its Hospital Hill Campus, at

least comparable to the Medical Examiner's existing space in the DTC, having a street address of 2010 Harrison Street, Kansas City, MO, and containing approximately 12,000 square feet of usable space. The new space shall include all medical examination, office, storage, and support space, including a body viewing room and garage bays with working electric garage doors, the surface parking lot for the exclusive use by the Medical Examiner, all of which is necessary for the operation of a modern, accredited urban medical examiner's office, all dedicated to the exclusive use of the County and its Medical Examiner's Office.

b. Provide all of the funding necessary to design, construct, and equip the Facility.

c. Manage the process of construction of the Facility, including procurement procedures, with direct input and approval from the County on space layout, design requirements, accreditation standards, security provisions, and operational needs, with final design and acceptance of construction being subject to the approval of the County and its Medical Examiner's Office, with such approval not to be unreasonably withheld.

d. Coordinate and fund the moving of the Medical Examiner's equipment, fixtures, furniture, and supplies from the DTC to the new Facility.

e. Install appropriate signage on the Facility, as approved by the County and its Medical Examiner's Office.

f. Provide for all maintenance of the Facility's grounds, sidewalks, and parking lot, including lawn maintenance and snow removal, but excluding any building maintenance which shall be provided by the County.

g. Provide security services for the Facility.

2. The County will:

a. Maintain the building upon transfer;

b. Pay all cost associated with utilities including water, sewer, electricity, telephone, internet and cable television service for the Facility; and

c. Use its best efforts to ensure that all of its equipment, fixtures, and furniture at its existing Medical Examiner's facility can be reused and relocated to the new Facility.

d. The County will pay the sum \$1.0M to TMC in reliance upon agreement that the said funds will be used exclusively on renovation project for the MEO Building, and with the understanding that the MEO building will be conveyed to the County for \$1.00 as set forth in paragraph 4 below. All construction of the Facility shall be completed by May 31, 2015, with the relocation completed by June 30, 2015.

There shall be no significant disruption of the operations of the Medical Examiner's Office resulting from the relocation.

3. Upon completion and move-in, TMC shall convey ownership of the real property and all improvements to the County for a cost of \$1. The CEO of TMC will recommend that the Board of Directors authorize conveyance of the MEO Building to the County within ten (10) days after the renovations are completed and accepted by

the County. This Agreement requires ratification by the Board of Directors of TMC, which will take place at the next Board meeting on September 12, 2014. The CEO and Board Chairman of TMC will recommend ratification by the full Board on that date.

4. The County will continue to have the option of purchasing medical and other supplies from TMC, as is the current arrangement between the parties set out in the Agreement of February 20, 1997, by paying a flat monthly fee which is adjusted annually based on the prior year's actual costs.

5. The parties hereto mutually agree and clearly understand that, under this Agreement, County's Medical Examiner is an independent contractor and in no event shall he be considered an employee, agent, or servant of TMC; further, it is clearly understood that a joint venture partnership is not created by this Agreement.

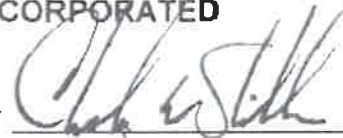
6. This Agreement may only be terminated by mutual agreement of the parties upon such terms as they may agree. When this Agreement becomes effective, the prior Agreement of the parties dated February 20, 1997, shall be replaced and superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of August, 2014.

**JACKSON COUNTY, MISSOURI**

**TRUMAN MEDICAL CENTER,  
INCORPORATED**

By   
Michael D. Sanders  
County Executive

By 

APPROVED AS TO FORM:

By   
W. Stephen Nixon  
County Counselor


ATTEST:

By   
Mary Jo Spino  
Clerk of the County Legislature

**REVENUE CERTIFICATE**

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 of \$1,000,000.00 which is hereby authorized.

September 15, 2014  
Date

  
Director of Finance and Purchasing  
Acct. # 002-5102-6790  
5102 2014 003