

**COOPERATIVE AGREEMENT FOR
MEDICAL EXAMINER SERVICES
NASSAU COUNTY**

THIS AGREEMENT, made and entered into this 22nd day of December, 2008, by and between the **CITY OF JACKSONVILLE**, Duval County, Florida, hereinafter called "Duval" and **NASSAU COUNTY** hereinafter called "Nassau."

WITNESSETH:

WHEREAS, pursuant to Chapter 406, Florida Statutes, a District Medical Examiner has been appointed by the Governor to serve the three county area of Nassau, Clay and Duval Counties;

WHEREAS, the District Medical Examiner is to be compensated for his services by the three counties;

WHEREAS, Duval has allocated the annual salary to be paid the District Medical Examiner for the full services rendered to all three counties;

WHEREAS, Nassau should reimburse Duval for the value of the Medical Examiner's services it receives,

IN CONSIDERATION, of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is stipulated by the parties, it is agreed that:

1. The above stated recitals are true and correct and, by this reference are made a part hereof and are incorporated herein.
2. This agreement shall include an annual inflationary price index, which represents approximately three percent (3%) per year.
3. The term of this Agreement shall commence on October 1, 2008 and it shall terminate September 30, 2011; provided however, this Agreement may be terminated by either party, without

cause, by giving the other party thirty (30) days advance written notice. If this Agreement is so terminated, Duval shall cease performance and provision of Medical Examiner services and shall be paid for all Medical Examiner services performed up to the date of the notice of termination.

4. Nassau shall pay to Duval the following rates:

4.01. **For the period October 1, 2008 until September 30, 2009:**

\$2,100 for all cases which require a complete external and internal autopsy;

\$630 per case for all cases which require only an external examination or inspection;

\$350 per case for all cases which require only a medical record review and certification of death;

\$60 per case for all cases referred to this office but jurisdiction is not assumed (non-medical examiner cases), which includes investigation and forensic pathology review.

4.02. **For the period October 1, 2009 until September 30, 2010:**

\$2,160 for all cases which require a complete external and internal autopsy;

\$650 per case for all cases which require only an external examination or inspection;

\$360 per case for all cases which require only a medical record review and certification of death;

\$62 per case for all cases referred to this office but jurisdiction is not assumed (non-medical examiner cases), which includes investigation and forensic pathology review.

4.03. **For the period October 1, 2010 until September 30, 2011:**

\$2,225 for all cases which require a complete external and internal autopsy;

\$670 per case for all cases which require only an external examination or inspection;

\$370 per case for all cases which require only a medical record review and certification of death;

\$64 per case for all cases referred to this office but jurisdiction is not assumed (non-medical examiner cases), which includes investigation and forensic pathology review.

4.04. The fees, specified in sections 4.01 through 4.03 above will include court appearances

and depositions arising from cases under the provisions of Chapter 406 of the Florida Statutes.

4.05. In the event that additional services are rendered, by the District Medical Examiner, during the term of this Agreement, such services shall be paid for by Nassau, based on fees contained in Section 124.103, *Ordinance Code*, as that section may be amended from time to time.

5. Nassau shall remit the cost of services performed per case by the District Medical Examiner for Nassau on a monthly basis starting October 1, 2008, and based upon submission of a bill indicating the number of cases performed for Nassau County, for each year in the three (3) year period of the Agreement, terminating September 30, 2011.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the day and year first written above.

ATTEST: As to Chairman's Signature:

Signature

John A. Crawford

Type/Print Name

Ex-Officio Clerk

Title

BBK 12/2/08

NASSAU COUNTY

By

Signature

Barry V. Holloway

Type/Print Name

Chairman, Board of County Commissioners

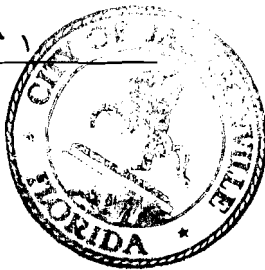
Title

Form Approved:

Nassau County Attorney
David A. Hallman

ATTEST:

John T. Alderson, Jr.
Corporation Secretary



CITY OF JACKSONVILLE
a municipal corporation

John Peyton
Mayor

Kerri Stewart
Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 07-12

Form Approved:

Office of General Counsel

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