

**COOPERATIVE AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
NASSAU COUNTY  
FOR  
MEDICAL EXAMINER SERVICES AND REIMBURSEMENT**

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of Dec, 2011, by and between the **CITY OF JACKSONVILLE**, Duval County, Florida, hereinafter called "Duval" and **NASSAU COUNTY** hereinafter called "Nassau."

**RECITALS:**

**WHEREAS**, pursuant to Chapter 406, Florida Statutes, a District Medical Examiner has been appointed by the Governor to serve the three counties of Clay, Nassau 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 accurate, true and correct and, by this reference, are made a part hereof and are incorporated herein.
2. The term of this Agreement shall commence on October 1, 2011 and it shall terminate September 30, 2014; 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.

3. Nassau shall pay to Duval the following rates:

**For the period October 1, 2011 until September 30, 2014 (unless as noted below):**

\$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.

**Note:** The fees listed above sufficiently cover the city's costs at present; however for the period of this agreement, fees will be reviewed annually; by June 30, 2012 and by June 30, 2013 respectively; and should it be determined that fees do not sufficiently cover the city's financial exposure, a notice of increase will be given to Nassau with an effective date of October 1, 2012 and October 1, 2013 respectively). This would give the county ninety (90) days notice of an increase in fees.

4. The fees, specified in Section 3 above will include court appearances and depositions arising from cases under the provisions of Chapter 406 of the Florida Statutes.

5. 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.

6. Nassau shall remit the cost of services performed per case by the District Medical Examiner for Nassau on a monthly basis starting October 1, 2011, and based upon submission of a bill indicating the number of cases performed for Nassau County, for the three (3) year period of the Agreement, terminating September 30, 2014.

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

**N WITNESS WHEREOF**, the parties hereto have duly executed this agreement in

duplicate as of the day and year first written above.

**ATTEST:**

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

John A. Crawford  
Type/Print Name

Ex-Officio Clerk  
Title

Form Approved: *[Handwritten Signature]*  
\_\_\_\_\_  
Nassau County Attorney

*EAC*  
*11/28/11*  
*11/30/11*

**NASSAU COUNTY**

By *[Handwritten Signature]*  
\_\_\_\_\_  
Signature

Walter J. Boatright  
Type/Print Name

Chairman  
Title

**ATTEST:**

*[Handwritten Signature]*  
\_\_\_\_\_  
Neill W. McArthur, Jr.  
Corporation Secretary



**CITY OF JACKSONVILLE**  
a municipal corporation

*[Handwritten Signature]*  
\_\_\_\_\_  
Alvin Brown  
Mayor

Karen Bowling  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2011-06

Form Approved:  
*[Handwritten Signature]*  
\_\_\_\_\_  
Assistant General Counsel

**OFFICE OF GENERAL COUNSEL  
CITY OF JACKSONVILLE**

**CINDY A. LAQUIDARA**  
GENERAL COUNSEL

MICHAEL J. ARINGTON  
WILLIAM B. BURKETT  
DERREL Q. CHATMON  
DAVID J. D'AGATA  
TWANE L. DUCKWORTH  
CRAIG D. FEISER  
LOREE L. FRENCH  
JASON R. GABRIEL  
JOHN F. GERMANY, JR.  
SEAN B. GRANAT  
LAWSIKIA J. HODGES  
J. TIMOTHY HORKAN  
MARY W. JARRETT  
HOWARD M. MALTZ  
NEILL W. MCARTHUR, JR.  
JAMES R. MCCAIN, JR.  
CAROL MIRANDO  
MICHELLE M. MOORE



CITY HALL, ST. JAMES BUILDING  
117 WEST DUVAL STREET, SUITE 480  
JACKSONVILLE, FLORIDA 32202

**KAREN M. CHASTAIN**  
CHIEF DEPUTY GENERAL COUNSEL

WENDY L. MUMMAW  
DOUGLASS E. MYERS, JR.  
KRISTINA G. NELSON  
GAYLE PETRIE  
JON R. PHILLIPS  
STEPHEN J. POWELL  
DYLAN T. REINGOLD  
STEVEN E. ROHAN  
JULIANA ROWLAND  
CHERRY A. SHAW  
MARGARET M. SIDMAN  
JEFFREY D. SMITH  
EDWARD C. TANNEN  
JASON R. TEAL  
ADINA TEODORESCU  
MICHAEL B. WEDNER  
GABY YOUNG

January 13, 2012

Mr. John A. Crawford  
Ex-Officio Clerk  
Nassau County, Florida  
76347 Veterans Way, Suite 456  
Yulee, FL 32097

**RE: Cooperative Agreement for Medical Examiner Services and  
Reimbursement**

Dear Mr. Crawford:

Attached for your files is one (1) original of the Interlocal Agreement between the City of Jacksonville and Nassau County, Florida.

Sincerely,

Neill W. McArthur, Jr.  
Chief of Contract Law and  
Corporate Secretary

NWMjr/ildf  
Enclosure

cc: T. McCrackin (pdf)