

CS-22-260

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM3398

GENERAL INFORMATION

Requesting Department: OMB
Contact Person: Cindy Wood
Telephone: 904-530-6006 Fax: () _____ Email: cwood@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: The City of Jacksonville, District IV Medical Examiner's Office
Address: 2100 Jefferson Street, Jacksonville, FL 32207
City State Zip
Contractor's Administrator Name: Tim Crutchfield Title: Director of Operations
Telephone: 904-255-4000 Fax: (904) 630-0964 Email: TCrutchfield@coj.net

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Lenny Curry, Mayor
Authorized Signatory Email: MayorLennyCurry@coj.net

CONTRACT INFORMATION

Contract Name: Cooperative Agreement for Medical Examiner Services
Description: Reimbursement to Duval County for Medical Examiner's services received by Nassau County
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.
Total Amount of Contract: Costs are on a per case basis & determined by services required. Fee schedule attached.
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other _____ Account: 01271527-531000

Authorized Signatory: Klynt A. Farmer, BOCC Chairman
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 10/1/2023 Termination/Cancellation: 9/30/2028

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Marshall Eyerman 5/19/2023
Department Head/Contract Manager Date
2. Janice Adams 5/22/2023
Procurement Date
3. Chris Lacambra 5/19/2023
Office of Mgmt & Budget Date
4. [Signature] 5/23/2023 Denise C. Meyer 5/24/2023
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. [Signature] 5/24/2023
County Manager Date

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

THIS AGREEMENT is made and entered into this 12th day of June, 2023, by and between the **CITY OF JACKSONVILLE**, a municipal corporation in Duval County, Florida (hereinafter "Duval") and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter "Nassau") for Medical Examiner services and reimbursement.

RECITALS:

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

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

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

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

NOW THEREFORE 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. The term of this Agreement shall commence on October 1, 2023 and shall terminate

on September 30, 2028; 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, for the period October 1, 2023 until September 30, 2028 (unless as noted below), the fees approved by and set forth in Ordinance 2017-0370-E.

The fees set forth in Ordinance 2017-0370-E sufficiently cover Duval's costs at present; however, for the term of this Agreement, fees will be reviewed annually (by June 30, 2024, June 30, 2025, June 30, 2026 and by June 30, 2027 respectively) and should it be determined that fees do not sufficiently cover Duval's financial exposure, notices of increase will be given to Nassau with effective dates of October 1, 2024, October 1, 2025, October 1, 2026 and/or October 1, 2027, thus giving Nassau ninety (90) days' notice of an increase in fees.

4. The fees set forth in Ordinance 2017-0370-E include court appearances and depositions arising from cases under the provisions of Chapter 406, Florida Statutes.

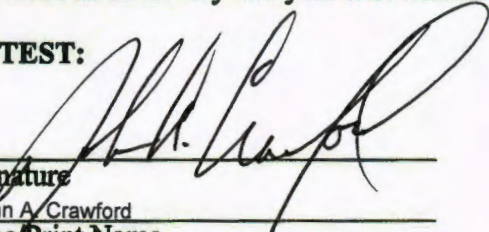
5. Nassau shall remit the cost of services performed per case by the District Medical Examiner for Nassau on a monthly basis starting October 1, 2023, and based upon submission of a bill indicating the number of cases performed for Nassau for the five (5) year period of the Agreement terminating September 30, 2028.

6. Nassau's standard Addendum is attached and by this reference made a part hereof.

[Remainder of page left blank intentionally. 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:

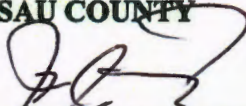


Signature
John A. Crawford

Type/Print Name
Ex-Officio Clerk

Title

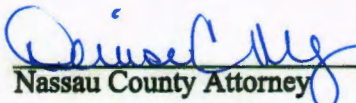
NASSAU COUNTY


By _____
Signature
Klynt A. Farmer

Type/Print Name
Chairman

Title

Form Approved:



Nassau County Attorney

ATTEST:

CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

Lenny Curry
Mayor

Form Approved:

Assistant General Counsel

**ADDENDUM TO COOPERATIVE AGREEMENT BETWEEN THE
CITY OF JACKSONVILLE AND NASSAU COUNTY**

The City of Jacksonville and Nassau County hereby agree that in addition to the terms and conditions of the Agreement, the provisions of this two-page Addendum as set forth herein shall also govern as follows:

1. If the provisions of the Agreement address a particular matter in a manner which results in a lower cost to Nassau County than the provisions contained in this Addendum, then the provisions of the Agreement shall control and supersede the applicable provisions of this Addendum.
2. All payments for services rendered, or supplies, materials, equipment provided or delivered under the Agreement shall be made by Nassau County in accordance with the requirements of the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.
3. Nassau County shall not be billed or invoiced for any time spent traveling to and from the Medical Examiner's offices or other points of dispatch of its subcontractors, employees, officers, or agents in connection with the services being rendered.
4. Nassau County shall not be billed or invoiced for any courier service, telephone, facsimile, or postage charges incurred in connection with the services being rendered.
5. Nassau County shall not be billed or invoiced for any copying expenses in connection with the services being rendered.
6. Nothing contained in the Agreement or this Addendum shall constitute a waiver by either party of sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7. Nassau County is exempt from sales tax and is not required to pay any taxes. Nassau County shall provide proof of its exempt status upon request.
8. Nassau County's performance and obligation under the Agreement and this Addendum is contingent upon an annual appropriation by the Nassau County Board of County Commissioners for subsequent fiscal years and the Agreement and this Addendum is subject to termination based on lack of funding.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Addendum which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



By: Klynt A. Farmer

Its: Chairman

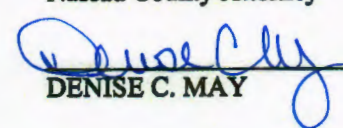
Date: _____

Attest as to authenticity of the
Chair's signature.



JOHN A. CRAWFORD
Its. Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

FOR THE CITY OF JACKSONVILLE

By: _____

Its: _____

Date: _____

ATTEST:

Form Approved:



DISTRICT IV MEDICAL EXAMINER'S OFFICE

Serving Duval, Clay, Nassau, Hamilton, & Columbia Counties

FEE SCHEDULE FOR MEDICAL EXAMINER SERVICES AND RECORDS

	FY 2024
1. Autopsy (Any county other than Duval)	\$3,000.00
2. Inspection (External Examination)	\$1,000.00
3. District ME and Associate ME Deposition and/or Testimony (per hour) Hourly rates are billable to the nearest half hour, portal to portal (includes travel and waiting time when incurred) (Civil and Criminal)	\$500.00
4. Other Professional Staff (Toxicologists, Investigators, Photographers, Supervisors, Record Custodians) Deposition and/or Testimony (per hour) Hourly rates are billable to the nearest half hour, portal to portal (includes travel and waiting time when incurred) (Civil and Criminal)	\$200.00
5. Record Review (Medical record review and certification of death)	\$500.00
6. Tissue preparation (cutting & prep) – Pathologist (min/hour) (For private attorneys when no slides prepared at autopsy)	\$91.00
7. Transportation (body removal) * See below	\$200.00
8. Non ME Cases (cases referred to this office but jurisdiction is not assumed, includes investigation and forensic pathology review)	\$ 125.00
9. Slides (new, processing tissue, per block)	\$40.00
10. Specimen preparation (pulling & prep) – Toxicologist (min/hour) (For private attorneys when no slides prepared at autopsy)	\$30.00
11. Slides (re-cuts, standard special stain, per slide)	\$30.00
12. Slides (re-cuts, per slide)	\$20.00
13. Sample preparation for specimen testing by Independent Lab (Blood spot card, blood tubes, etc.) Requesting party is responsible for selecting Lab, packaging and shipping costs	\$35.00
14. Cremation approval (<i>Per Ordinance 2013-0464</i>)	\$50.00
15. Reproduction of records; including but not limited to per page copying and administrative services	As authorized by F.S. 119 or other applicable FL law
16. Reproduction of material onto a CD	\$26.00
17. Autopsy Report for family of decedent	No Fee
18. Decedent Storage Fee	\$25/day
19. Training Fee	\$325/session
20. Professional Review, observation or consultation	\$250 per hour
21. Specimen storage fee –for requested specimens to be kept beyond the state mandated retention time.	\$158 per month

*Transportation will be assessed in accordance with official Body Removal Contract in effect

FY18 Fees per
City Ordinance
2015-405-E &
2017-0370-E

1 Introduced by the Council President at the request of the Mayor:
2
3

4 **ORDINANCE 2023-232-E**

5 AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR,
6 OR HIS DESIGNEE, AND CORPORATION SECRETARY TO
7 EXECUTE AND DELIVER A COOPERATIVE AGREEMENT BETWEEN
8 THE CITY OF JACKSONVILLE AND NASSAU COUNTY FOR
9 MEDICAL EXAMINER SERVICES AND REIMBURSEMENT;
10 PROVIDING FOR OVERSIGHT BY THE MEDICAL EXAMINER'S
11 OFFICE; PROVIDING AN EFFECTIVE DATE.
12

13 **WHEREAS**, pursuant to Chapter 406, *Florida Statutes*, the
14 District IV Medical Examiner has been appointed by the Governor to
15 serve the residents of Nassau, Clay and Duval counties; and

16 **WHEREAS**, the District IV Medical Examiner is to be compensated
17 for his or her services by the three counties; and

18 **WHEREAS**, the City of Jacksonville (Duval County) has allocated
19 an annual salary to be paid the District IV Medical Examiner for the
20 full services rendered to all three counties; and

21 **WHEREAS**, Nassau County and the City of Jacksonville (Duval
22 County) desire to enter into a Cooperative Agreement for Medical
23 Examiner Services and Reimbursement pursuant to which Nassau County
24 is to reimburse the City of Jacksonville (Duval County) for the value
25 of the District IV Medical Examiner's services it receives; now,
26 therefore

27 **BE IT ORDAINED** by the Council of the City of Jacksonville:

28 **Section 1. Approval and Authorization to Execute.** There is
29 hereby approved, and the Mayor, or his designee, and Corporation
30 Secretary are hereby authorized to execute and deliver a Cooperative
31 Agreement between the City of Jacksonville and Nassau County for

1 Medical Examiner Services and Reimbursement (the "Agreement"), in
2 substantially the same form as is attached hereto as **Exhibit 1** and
3 incorporated herein by this reference, and all other documents
4 necessary or appropriate to effectuate the purpose of this Ordinance
5 and said Agreement. The term of the Agreement shall be for a five
6 (5) year period commencing on October 1, 2023 and ending September
7 30, 2028.

8 Reimbursement from Nassau County for services provided by the
9 District IV Medical Examiner shall be in accordance with the Fee
10 Schedule attached to the Agreement. This Fee Schedule was approved
11 by the City Council pursuant to Ordinance 2017-370-E, as required by
12 Section 124.103, *Ordinance Code*. The Medical Examiner will review the
13 fees annually no later than June of each year and should it be
14 determined by the Medical Examiner that fees do not sufficiently
15 cover the City's financial exposure, a notice of increase will be
16 given to Nassau County with an effective date of October 1, 2024,
17 October 1, 2025, October 1, 2026 and/or October 1, 2027, thus
18 providing a ninety (90) day notice on increase in fees.

19 **Section 2. Oversight.** The Medical Examiner's Office shall
20 oversee administration of the Agreement described herein.

21 **Section 3. Effective Date.** This Ordinance shall become
22 effective upon signature by the Mayor or upon becoming effective
23 without the Mayor's signature.

24
25 Form Approved:

26
27 /s/ Mary E. Staffopoulos

28 Office of General Counsel

29 Legislation Prepared By Mary E. Staffopoulos

30 GC-#1565025-v1-2023-232-E_Scriv_Corr.docx

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

THIS AGREEMENT is made and entered into this 28th day of June, 2023, by and between the **CITY OF JACKSONVILLE**, a municipal corporation in Duval County, Florida (hereinafter "Duval") and **NASSAU COUNTY, FLORIDA**, a political subdivision of the **State of Florida** (hereinafter "Nassau") for Medical Examiner services and reimbursement.

RECITALS:

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

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

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

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

NOW THEREFORE 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. The term of this Agreement shall commence on October 1, 2023 and shall terminate

on September 30, 2028; 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, for the period October 1, 2023 until September 30, 2028 (unless as noted below), the fees approved by and set forth in Ordinance 2017-0370-E.

The fees set forth in Ordinance 2017-0370-E sufficiently cover Duval's costs at present; however, for the term of this Agreement, fees will be reviewed annually (by June 30, 2024, June 30, 2025, June 30, 2026 and by June 30, 2027 respectively) and should it be determined that fees do not sufficiently cover Duval's financial exposure, notices of increase will be given to Nassau with effective dates of October 1, 2024, October 1, 2025, October 1, 2026 and/or October 1, 2027, thus giving Nassau ninety (90) days' notice of an increase in fees.

4. The fees set forth in Ordinance 2017-0370-E include court appearances and depositions arising from cases under the provisions of Chapter 406, Florida Statutes.

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, 2023, and based upon submission of a bill indicating the number of cases performed for Nassau for the five (5) year period of the Agreement terminating September 30, 2028.

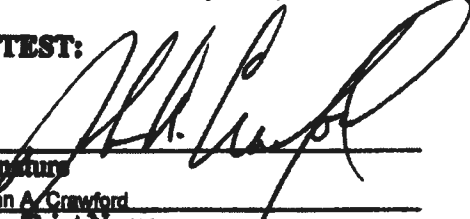
6. Nassau's standard Addendum is attached and by this reference made a part hereof.

[Remainder of page left blank intentionally. 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:



Signature
John A. Crawford
Type/Print Name
Ex-Officio Clerk
Title

NASSAU COUNTY

By 



Signature
Kiynt A. Farmer
Type/Print Name
Chairman
Title

Form Approved:



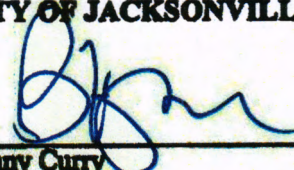
Nassau County Attorney

ATTEST:


James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE



Lenny Curry
Mayor
Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Form Approved:



Assistant General Counsel

**ADDENDUM TO COOPERATIVE AGREEMENT BETWEEN THE
CITY OF JACKSONVILLE AND NASSAU COUNTY**

The City of Jacksonville and Nassau County hereby agree that in addition to the terms and conditions of the Agreement, the provisions of this two-page Addendum as set forth herein shall also govern as follows:

1. If the provisions of the Agreement address a particular matter in a manner which results in a lower cost to Nassau County than the provisions contained in this Addendum, then the provisions of the Agreement shall control and supersede the applicable provisions of this Addendum.
2. All payments for services rendered, or supplies, materials, equipment provided or delivered under the Agreement shall be made by Nassau County in accordance with the requirements of the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.
3. Nassau County shall not be billed or invoiced for any time spent traveling to and from the Medical Examiner's offices or other points of dispatch of its subcontractors, employees, officers, or agents in connection with the services being rendered.
4. Nassau County shall not be billed or invoiced for any courier service, telephone, facsimile, or postage charges incurred in connection with the services being rendered.
5. Nassau County shall not be billed or invoiced for any copying expenses in connection with the services being rendered.
6. Nothing contained in the Agreement or this Addendum shall constitute a waiver by either party of sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7. Nassau County is exempt from sales tax and is not required to pay any taxes. Nassau County shall provide proof of its exempt status upon request.
8. Nassau County's performance and obligation under the Agreement and this Addendum is contingent upon an annual appropriation by the Nassau County Board of County Commissioners for subsequent fiscal years and the Agreement and this Addendum is subject to termination based on lack of funding.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Addendum which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**




By: Klynt A. Ferner
Its: Chairman
Date: _____

Attest as to authenticity of the
Chair's signature.



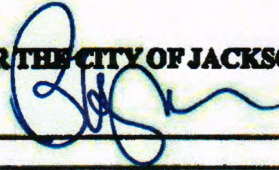
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



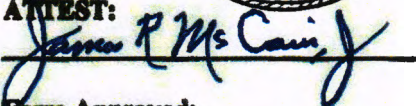
DENISE C. MAY

FOR THE CITY OF JACKSONVILLE

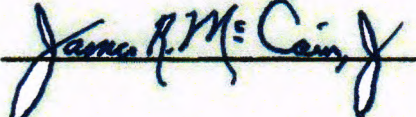


By: _____
Its: _____
Date: 6/28/23



ATTEST:


Form Approved:



Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02



DISTRICT IV MEDICAL EXAMINER'S OFFICE

Serving Duval, Clay, Nassau, Hamilton, & Columbia Counties

FEE SCHEDULE FOR MEDICAL EXAMINER SERVICES AND RECORDS

FY 2024

1. Autopsy (Any county other than Duval)	\$3,000.00
2. Inspection (External Examination)	\$1,000.00
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7. Transportation (body removal) * See below	\$200.00
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14. Cremation approval (<i>Per Ordinance 2013-0464</i>)	\$50.00
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*Transportation will be assessed in accordance with official Body Removal Contract in effect

FY18 Fees per
City Ordinance
2015-405-E &
2017-0370-E

Date: 04/17/2023

Written Communication c/o Nassau County Planning Department

96161 Nassau Place

Yulee, FL. 32097

Ref: Application #V2023-001

To whom it may concern,

I have become aware of a Notice of Public Hearing for a setback variance. I have some concerns if this variance were to be approved. There are two requests here. The first being a front yard setback from 35' to 20'. If this portion were to be approved, the residence would sit closer to the street than any other residence in the neighborhood. The residence would be so close to the roadway, it would be obvious and out of place. This would leave for a very minimum front yard landscape design. The second is a setback of 10' instead of 15'. Again, this would be obvious and close to the neighboring lot and or structures.

Our community was designed for 1+ acre lots and the setbacks were adopted for specific reasoning. The neighborhood is not a conventional zero lot line neighborhood and I believe that by allowing deviations in the setbacks, that could result in property values diminishing. The owners of this lot knew what the setbacks were prior to buying and developing and should be obligated to abide by them.

I strongly oppose this and if it were to be granted, why even have setback rules in the first place? If this were to be approved, what happens when the next person requests a variance of 15' to the roadway? Rules are in place for reasons, and they should not be adapted to just to accommodate certain people.