

CS-17-114

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

THIS AGREEMENT is made and entered into this 13th day of November, 2017, by and between the **CITY OF JACKSONVILLE**, a municipal corporation in Duval County, Florida (hereinafter "Duval") and **NASSAU COUNTY** (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

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, 2017 and shall terminate

on September 30, 2020; 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, 2017 until September 30, 2020 (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, 2018 and by June 30, 2019 respectively) and should it be determined that fees do not sufficiently cover Duval's financial exposure, a notice of increase will be given to Nassau with an effective date of October 1, 2018, and/or October 1, 2019, 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, 2017, and based upon submission of a bill indicating the number of cases performed for Nassau for the three (3) year period of the Agreement terminating September 30, 2020.

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

Daniel B. Leeper
Type/Print Name

Chairman
Title

MES
11-14-17

Form Approved:

Nassau County Attorney

ATTEST:

James R. McCain, Jr.
Corporation Secretary

Form Approved:

James R. McCain, Jr.
Assistant General Counsel

CITY OF JACKSONVILLE

Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05



**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor materials, professional services, and/or equipment to the County thereunder; the term "County" means Nassau County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

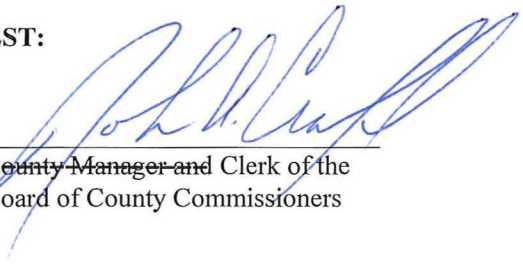
1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the "Work") shall be made by the County in accordance with Florida Prompt Payment Act (the "Act"). Upon receipt of a proper statement, invoice or draw request, the County shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such contracted services shall be reimbursed.
3. In the event the contract or agreement is for professional services charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers, or agents in connection with the services being rendered.
4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor (if the space below is left blank then "NONE" is deemed to have been inserted therein): _____.
5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page (if the space below is left blank, then "NONE" is deemed to have been inserted therein). _____.
6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provision of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her, or its reasonable expenses incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.
8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.
10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.
11. Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.


FOR NASSAU COUNTY

By: 
Chair

ATTEST:

By: 
County Manager and Clerk of the
Board of County Commissioners

FOR THE CITY OF JACKSONVILLE

By: 
Mayor Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

ATTEST:

By: 
Corporation Secretary

**FORM APPROVED**


ASSISTANT GENERAL COUNSEL

Amended 9/26/17

Enacted 9/26/17

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Neighborhoods, Community Services, Public Health and
3 Safety Committee:
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6 **ORDINANCE 2017-593-E**

7 AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR,
8 OR HIS DESIGNEE, AND CORPORATION SECRETARY TO
9 EXECUTE AND DELIVER, A COOPERATIVE AGREEMENT
10 BETWEEN THE CITY OF JACKSONVILLE AND NASSAU COUNTY
11 FOR MEDICAL EXAMINER SERVICES AND REIMBURSEMENT;
12 PROVIDING FOR OVERSIGHT BY THE MEDICAL EXAMINER'S
13 OFFICE; PROVIDING AN EFFECTIVE DATE.
14

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

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

21 **WHEREAS**, Duval County has allocated the annual salary to be
22 paid the District IV Medical Examiner for the full services
23 rendered to all three counties; and

24 **WHEREAS**, Nassau County should reimburse Duval County for the
25 value of the District IV Medical Examiner's autopsy services it
26 receives; and

27 **WHEREAS**, Nassau County and Duval County desire to enter into a
28 Cooperative Agreement for Medical Examiner Services under which
29 Nassau County is to reimburse Duval County for the value of the
30 District IV Medical Examiner's services it receives; now, therefore

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

2 **Section 1. Approval and authorization to execute and**
3 **deliver Cooperative Agreement and other documents.** There is hereby
4 approved, and the Mayor, or his designee, and Corporation Secretary
5 are hereby authorized to execute and deliver, a Cooperative
6 Agreement between the City of Jacksonville and Nassau County for
7 Medical Examiner Services and Reimbursement, in substantially the
8 same form as is attached hereto as **Exhibit 1** and incorporated
9 herein by this reference, and all other documents necessary or
10 appropriate to effectuate the purpose of this ordinance.
11 Reimbursement from Nassau County for services provided to Nassau
12 County by the District IV Medical Examiner shall be as set forth in
13 Ordinance 2017-370-E, and the term of the agreement shall be for a
14 period of three (3) years commencing October 1, 2017, and ending
15 September 30, 2020. The Medical Examiner will review the fees
16 annually no later than June of each year and should it be
17 determined by the Medical Examiner that fees do not sufficiently
18 cover the City's financial exposure, a notice of increase will be
19 given to Nassau County with an effective date of October 1, 2018
20 and/or 2019, thus providing a ninety (90) day notice on increase in
21 fees.

22 **Section 2. Oversight.** The Medical Examiner's Office
23 shall oversee the project described herein.

24 **Section 3. Effective Date.** This ordinance shall
25 become effective upon signature by the Mayor or upon becoming
26 effective without the Mayor's signature.

27 Form Approved:

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29 /s/ Paige Hobbs Johnston

30 Office of General Counsel

31 Legislation prepared by James R. McCain, Jr.

Amended 9/26/17

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