

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

THIS AGREEMENT is made and entered into this ____ day of _____, 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:

NASSAU COUNTY

Signature

By _____
Signature

Type/Print Name

Type/Print Name

Title

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: _____
Its: _____
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	\$130.00
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