

**COOPERATIVE AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
CLAY 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 **CLAY COUNTY**, a political subdivision of the State of Florida (hereinafter "Clay") 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 his 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**, Clay 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, 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 for Clay up to the date of the notice of termination.

3. Clay 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 Jacksonville City Ordinance 2017-0370-E, a copy of which is attached hereto as **Composite Attachment A** with fee schedule.

4. The fees set forth in Jacksonville City 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 Clay with an effective dates of October 1, 2024, October 1, 2025, October 1, 2026 and/or October 1, 2027, thus giving Clay ninety (90) days' notice of an increase in fees.

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

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

7. Clay's standard addendum is attached hereto and by this reference made a part hereof. Jacksonville City Ordinance \_\_\_\_\_ authorizing a Cooperative Agreement between the parties is

attached hereto as **Attachment B**.

**[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:**

**CLAY COUNTY**

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

By \_\_\_\_\_  
Betsy Condon  
Its Chairman

**ATTEST:**

**CITY OF JACKSONVILLE**

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

\_\_\_\_\_  
Lenny Curry  
Mayor

Form Approved:

\_\_\_\_\_  
Assistant General Counsel

**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 provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the Clay County Comptroller's office to whom Invoices must be submitted by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment.

1.1. Upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

1.2. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

2. To the extent not otherwise expressly provided in the Agreement, 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 subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the 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. To the extent not otherwise expressly provided in the Agreement, 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. To the extent not otherwise expressly provided in the Agreement, 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 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 provisions 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 expense incurred thereby provided prior approval of the Manager 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 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 for all 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 Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the 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 Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or

materials, associated with the Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The Parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with the Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to the appropriate Party. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

**FOR CLAY COUNTY**

**FOR THE CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
Betsy Condon  
Its Chairman

By: \_\_\_\_\_  
Mayor

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

By: \_\_\_\_\_  
Corporation Secretary



# District IV Medical Examiner's Office

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

## COMPOSITE ATTACHMENT A

### 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 ( <b>per hour</b> ) 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 ( <b>per hour</b> ) 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 ( <b>min/hour</b> ) (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 ( <b>min/hour</b> ) (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



## **Attachment B**

**[Placeholder for City of Jacksonville Ordinance 2023-\_\_\_\_\_]**