

**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 _____, 2020, 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, 2020 and shall terminate

on September 30, 2023; 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, 2020 until September 30, 2023 (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, 2021 and by June 30, 2022 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, 2021, and/or October 1, 2022, 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, 2020, 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, 2023.

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

Type/Print Name

Title

By_____
Signature

Type/Print Name

Title

Form Approved:

Nassau County Attorney

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 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

ATTEST:

By: _____
Corporation Secretary