

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

THIS AGREEMENT is made and entered into this 28 day of Nov, 2017, by and between the **CITY OF JACKSONVILLE**, Duval County, Florida (hereinafter "Duval") and **COLUMBIA COUNTY** for Medical Examiner services and reimbursement.

RECITALS:

WHEREAS, pursuant to Chapter 406, Florida Statutes, the Medical Examiner for District IV also provides service to two counties of District III, Columbia County (hereinafter "Columbia") and Hamilton County; and

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

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

WHEREAS, Columbia 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 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. Columbia 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 period 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 Columbia with an effective date of October 1, 2018, and/or October 1, 2019, thus giving Columbia 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. In the event that additional services are rendered by the District Medical Examiner during the term of this Agreement, such services shall be paid for by Columbia based on fees contained in Section 124.103, *Ordinance Code*, as that section may be amended from time to time.

6. Columbia shall remit the cost of services performed per case by the District Medical Examiner for Columbia on a monthly basis starting October 1, 2017, and based upon submission of a bill indicating the number of cases performed for Columbia County for each year in the three (3) year period of the Agreement terminating September 30, 2020.

[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:

COLUMBIA COUNTY

Linda H. Odum / P. DeWitt Case
Signature

By [Signature]
Signature

Linda H. Odum / P. DeWitt Case
Type/Print Name

Ronald Williams
Type/Print Name

Deputy Clerk / Clerk of Court
Title

Chairman
Title

Form Approved:

[Signature]
Columbia County Attorney

ATTEST:

CITY OF JACKSONVILLE
a municipal corporation

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

[Signature]
Lenny Curry
Mayor



Form Approved:

James R. McCain, Jr.
Assistant General Counsel

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 Columbia 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).

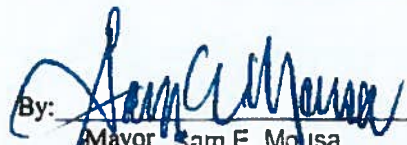
1. All payments for services rendered, or supplies, materials, equipment, and the like constructed, delivered, or installed under the contract or agreement (the "Work") shall be made by the County in accordance with Florida Prompt Payment Act (the "Act"). Upon receipt of a proper statement, invoice, 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 COLUMBIA COUNTY

By: 
Chair

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: 
County Manager and Clerk of the
Board of County Commissioners

ATTEST:

By: 
Corporation Secretary

FORM APPROVED


ASSISTANT GENERAL COUNSEL



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:
4
5

6 **ORDINANCE 2017-595-E**

7 AN ORDINANCE APPROVING, AND AUTHORIZING THE
8 MAYOR, OR HIS DESIGNEE, AND CORPORATION
9 SECRETARY TO EXECUTE AND DELIVER, A
10 COOPERATIVE AGREEMENT BETWEEN THE CITY OF
11 JACKSONVILLE AND COLUMBIA COUNTY FOR MEDICAL
12 EXAMINER SERVICES AND REIMBURSEMENT; PROVIDING
13 FOR OVERSIGHT BY THE MEDICAL EXAMINER'S
14 OFFICE; PROVIDING AN EFFECTIVE DATE.
15

16 **WHEREAS**, pursuant to Chapter 406, Florida Statutes, the
17 District IV Medical Examiner provides services to two counties in
18 District III, Columbia County and Hamilton County; and

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

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

27 **WHEREAS**, Columbia County and Duval County desire to enter into
28 a Cooperative Agreement for Medical Examiner Services under which
29 Columbia 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 Columbia 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 Columbia County for services provided to
12 Columbia County by the District IV Medical Examiner shall be as set
13 forth in Ordinance 2017-370-E, and the term of the agreement shall
14 be for a period of three (3) years commencing October 1, 2017, and
15 ending September 30, 2020. The Medical Examiner will review the
16 fees 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 Columbia County with an effective date of October 1, 2018
20 and/or 2019, thus providing a ninety (90) day notice of any
21 increase in 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:

28
29 /s/ Paige Hobbs Johnston

30 Office of General Counsel

31 Legislation prepared by James R. McCain, Jr.

