

Board of County Commissioners

Agenda Request

Date of Meeting: April 4, 2024

Date Submitted: March 25, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Heather Encinosa, County Attorney

Subject: Board Approval of an Agreement between Jefferson County and Office of the Medical Examiner, District Two, Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and Termination of the Current Medical Examiner Agreement with Dr. Thogmartin

Statement of Issue:

This agenda item requests Board approval of an Agreement between Jefferson County and Office of the Medical Examiner, District Two, and an associated Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and approval to terminate the current Agreement with Dr. Thogmartin.

Background:

In 2022, the Board approved an Agreement with Dr. Jon R. Thogmartin, to serve as substitute Medical Examiner for the Office of the Medical Examiner, District Two, and adopted a Resolution establishing a master fee schedule for service rendered by the Office of the Medical Examiner, District Two in Jefferson County. Dr. Jon R. Thogmartin, is stepping down, and the Medical Examiner Selection Committee has voted to retain Dr. Thomas M. Coyne to serve as substitute Medical Examiner until such time as Governor DeSantis can formally appoint Dr. Coyne as the Medical Examiner for the Office of the Medical Examiner, District Two.

Analysis:

Each county served by the Office of the Medical Examiner, District Two, must terminate their agreements with Dr. Thogmartin and contract with Dr. Coyne to serve as Medical Examiner. The agreement with Dr. Thogmartin can terminate April 30, 2024, and the agreement with Dr. Coyne shall begin May 1, 2024. The proposed Agreement shall be for a period of one (1) year, commencing on May 1, 2024 and may be extended automatically for additional one (1) year renewal periods. The associated Resolution authorizes the Medical Examiner to continue to provide Medical Examiner services and establishes related fees.

Request Board Approval of Agreement between Jefferson County and Office of the Medical Examiner, District Two, Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and Termination of the Current Medical Examiner Agreement with Dr. Thogmartin

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Options:

1. Approve Agreement between Jefferson County and Office of the Medical Examiner, District Two, Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and Termination of the Current Agreement with Dr. Thogmartin on April 30, 2024.
2. Do Not Approve Agreement between Jefferson County and Office of the Medical Examiner, District Two, Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two, and Termination of the Current Agreement with Dr. Thogmartin on April 30, 2024.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Agreement between Jefferson County and Office of the Medical Examiner, District Two
2. Resolution Authorizing and Establishing A Master Fee Schedule for Services Rendered by the Office of the Medical Examiner, District Two

RESOLUTION NO. 2024- 08

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING AND ESTABLISHING A MASTER FEE SCHEDULE FOR SERVICES RENDERED BY THE OFFICE OF THE MEDICAL EXAMINER, DISTRICT TWO; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 1 of the Florida Constitution, Chapter 125, Florida Statutes, Jefferson County (County) is authorized to protect the public health, safety, and welfare of its residents and has the power and authority to enact regulations for valid government purposes that are not inconsistent with general or special law approved by the County’s electors; and

WHEREAS, pursuant to Section 406.11(1), Florida Statutes, the Medical Examiner is required to determine the cause of death and make or perform such examinations, investigations, and autopsies as he or she deems necessary or as requested by the state attorney when a body is to be cremated, dissected, or buried at sea; and

WHEREAS, pursuant to Section 406.08, Florida Statutes, the Board of County Commissioners is required to compensate the Medical Examiner such reasonable fees as may be established by the Board; and

WHEREAS, establishing a cremation authorization fee and other fees will serve to offset Medical Examiner expenses and reduce the County’s annual budget allocation to maintain such services; and

WHEREAS, the Board has reviewed the annual budget submitted by the Office of the Medical Examiner, District 2, and finds that the budget is reasonable; and

WHEREAS, the Board finds that it is in the best interests of the citizens of Jefferson County to establish a cremation authorization fee for services rendered by the Office of the Medical Examiner, District 2.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, THAT:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are true, correct, and are hereby incorporated and made part hereof as if fully set forth herein.

SECTION 2. ESTABLISHMENT. The Board of County Commissioners hereby approves the attached fee schedule entitled “Office of the Medical Examiner, District 2, Master Fee Schedule” for services rendered by the Office of the Medical Examiner, District 2. This Master Fee Schedule shall supersede any prior schedule adopted by this Board.

SECTION 3. UNCLAIMED REMAINS. The cremation authorization fee established in the Medical Examiner Master Fee Schedule shall not be established, charged, or collected for any human body or remains which are unclaimed and cremated as a public expense pursuant to Chapter 406, Florida Statutes.

SECTION 4. SEVERABILITY. If any phrase or portion or part of this Resolution is found to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the 4th day of APRIL, 2024.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA



J.T. Surles, Chair

ATTEST:

Jason Welty
Clerk of the Circuit Court

APPROVED AS TO FORM:



Heather J. Encinosa, Esq.
County Attorney

OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2
MASTER FEE SCHEDULE

Autopsy	
Autopsy fee	\$2450
Use of Morgue Facilities	\$850
M.E. Cases (w/o autopsy)	
External Examination	\$930
Use of Morgue Facilities	\$850
Limited Investigation (Death Certificate only)	\$215
Limited Investigation (e.g. bone ID)	\$100
Cremation Authorizations	
Billed and collected by M.E.	\$50
Billed to county	\$30
Potential Additional Charges:	
Toxicology handling fee-Per Case	\$35
Body transport invoice handling fee	\$40
X-Rays (per view)	\$55
Laboratory and outside services	At Cost
Tissue Recovery Fees	
Use of Morgue Facilities-Cornea	\$100
Use of Morgue Facilities-Tissue	\$500
Afterhours access Tissue/Cornea (to M.E.)	\$100
Testimony/Expert Witness Fees	
Criminal Per Hour (minimum one hour)	\$241
Civil Cases Per Hour (minimum one hour)	\$500
Private autopsy	
Autopsy fee	\$2295
Use of morgue facilities	\$850
Record review fee	\$500

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

THIS AGREEMENT entered by and between Jefferson County, a political subdivision of the State of Florida (hereinafter referred to as the "County") and Thomas M. Coyne, M.D., P.A., a Florida Profit Corporation, and Office of the Medical Examiner, District 2, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes (hereinafter Thomas M. Coyne, M.D., P.A., and Office of the Medical Examiner, District 2, collectively referred to as the "Contractor") effective as of May 1, 2024 (the "effective date"). County and Contractor may also be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Chapter 406, Florida Statutes, commonly known as the "Medical Examiners Act", establishes regulations pertaining to the appointment, duties, and discipline of Medical Examiners for the State of Florida, and the purpose of the Medical Examiner is to investigate thoroughly and professionally the cause, manner, circumstance, and mechanism of death in those cases defined under Chapter 406, Florida Statutes, and according to recommendations set forth in Rule Chapter 11G, Florida Administrative Procedures Act; and

WHEREAS, there are established various medical examiner districts throughout the state of Florida, including the Office of the Medical Examiner, District 2, which currently serves Franklin, Gadsden, Jefferson, Lafayette, Leon, Liberty, Madison, Suwanee, Taylor, and Wakulla Counties; and

WHEREAS, the Governor appoints a Medical Examiner to each District Office of the Medical Examiner in the state of Florida, and Section 406.15, Florida Statutes, provides that, in the absence of the appointed Medical Examiner, the State Attorney may appoint a competent physician to act in the stead of the Medical Examiner for that District; and

WHEREAS, pursuant to Section 406.15, Florida Statutes, the State Attorney will appoint Thomas M. Coyne, M.D., P.A., to act as the Medical Examiner in and for the Office of the Medical Examiner, District 2; and

WHEREAS, Medical Examiners and Associate Medical Examiners are public officers for the purposes of Section 112.313, Florida Statutes, subject to the standards of conduct prescribed thereunder, and are entitled to compensation and such reasonable salary and fees as are established by the boards of county commissioners in the counties they serve; and

NOW, THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties hereto, intending to be legally bound hereby, acknowledge, agree as follows.

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

1. SERVICES TO BE PROVIDED

- a. Contractor will be responsible for the provision and performance of services in accordance with Chapter 406, Florida Statutes and Rule Chapter 11G, Florida Administrative Procedures Act, as it may be amended or renumbered from time to time, and the standards promulgated by the Florida Medical Examiner's Commission, for the Medical Examiner's District and covered counties.
- b. Contractor will meet the following standards of accountability:
 - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
 - ii. The maintenance of such records and accounts as are necessary to properly account for County funds disbursed pursuant to Section 406.08, Florida Statutes. Contractor shall make such records and accounts open to inspection of the County for the purposes of audit as defined in Section 11.45, Florida Statutes.
 - iii. The Contractor shall notify County in a timely manner if sufficient staff, facilities, and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 13 of this Agreement.
 - iv. Funds received from the County shall only be used for the provision of medical examiner services.
- c. Contractor will submit to the County by April 1 of each year an annual budget covering the fiscal year beginning October 1 and concluding September 30, including the total annual cost for provision of medical examiner services for the counties that the Contractor serves for the coming fiscal year and the estimated workload and costs for the County for the coming year. The annual budget shall include the following detailed line items: (1) expenses including salaries, benefits, supplies, insurance, outside laboratory/consultant services; and (2) revenues derived from all sources related to provision of medical examiner services.
- d. Contractor will submit to the County by April 1 of each year the proposed Master Fee Schedule, which shall include the fees to be charged for any and all medical examiner services that may be provided in the upcoming fiscal year, as supported by the annual budget. The fees for any services Contractor renders in any private practice as set forth in Section 2 of this Agreement shall not be included in the Master Fee Schedule. Contractor

AGREEMENT BETWEEN JEFFERSON COUNTY
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will include with its submission all documentation supporting the rates included in the Master Fee Schedule.

- e. Contractor shall submit invoices for medical examiner services with supporting documentation to the County on a biweekly basis.
 - i. Contractor shall submit invoices and supporting documentation to the County Coordinator. Invoices shall include the Medical Examiner cases, services performed for each decedent, Cremation Authorizations, receipts for expenses, and body transport documentation from County providers, and must be in a form satisfactory to the County Coordinator or designee.
 - ii. Contractor may supply electronic invoices in lieu of paper-based invoices utilizing the mechanism developed by the County, which may include e-mail or other medium of delivery.
 - iii. If the County Coordinator or designee requires further documentation to support an invoice, the Contractor will be promptly notified of the deficiencies and request further information.
- f. Contractor will obtain professional liability insurance as set forth in Section 7 of this Agreement and adhere to the requirements of Section 112.313, Florida Statutes, and 11G-1.002, Florida Administrative Code.
- g. Contractor will maintain throughout the term(s) of this Agreement, all such licenses, authorizations, and permits as are required to do business in the State of Florida and in the counties that the Contractor serves, including, but not limited to licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing all services provided and performed by the Contractor for the counties. The Medical Examiner warrants that he/she is a practicing physician in pathology as required by Chapter 406, Florida Statutes, and holds the required licensure to perform the duties of the Medical Examiner.
- h. The Contractor may appoint as many qualified physicians as Associate Medical Examiners as may be necessary to provide service at all times and all places within District 2 as determined by and based on the Medical Examiner's professional judgment and expertise. The Medical Examiner will hire, discipline, dismiss, and have complete supervision and control over his or her own agents, employees, and subcontractors. Associate Medical Examiners will not be in privity of contract with the counties of District 2.

AGREEMENT BETWEEN JEFFERSON COUNTY
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2. PRIVATE PRACTICE

Contractor may engage in the private practice of medicine pursuant to Section 406.04(4), Florida Statutes, as it may be amended from time to time, insofar as such practice does not interfere in any way with those official duties performed as the Medical Examiner.

3. COUNTY DUTIES

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the fees, salaries, and expenses of Contractor, in accordance with this Agreement and the requirements of Sections 406.06 and 406.08, Florida Statutes.
- c. Each year, the County will review the Contractor's annual budget and proposed Master Fee Schedule submitted on or before April 1 and make a determination as to the amount of its budget for medical examiner services during its regular budgetary process. Determination of the annual budget shall effectively operate as determination that the salary and fees of the Contractor are reasonable as set forth in Section 406.03, Florida Statutes.
- d. Should the proposed Master Fee Schedule include any changes from the prior Fiscal Year, upon finding that the proposed Master Fee Schedule is reasonable and supported by the annual budget and other supporting documentation, the County board of county commissioners will adopt the Master Fee Schedule by Resolution. The Resolution adopting the Master Fee Schedule will authorize Contractor to charge cremation providers the Cremation Authorization Fee as set forth in the Master Fee Schedule.
- e. To help Contractor maintain compliance with Leon County Policy No. 98-25, the County will not allow any decedents for which County is responsible that are the subject of medical examiner services and that remain unclaimed to remain in the Leon County morgue for longer than ten (10) business days after the Contractor completes its examination .

4. TERM

The term of this Agreement shall be for a period of one (1) year, commencing on the effective date. After the initial one (1) year period, at the discretion of the County, this Agreement may be extended for additional one (1) year renewal periods. Such one (1) year renewal periods will be automatic unless the County

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provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

5. PAYMENTS

The County will make such payments within forty-five (45) days of submission and approval of invoice for services.

6. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor, and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors. Under no circumstances shall Contractor or any of Contractor's employees look to the County as its employer, or as partner, agent, or principal. Neither the Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

7. INSURANCE

Contractor shall ensure that, for the duration of this Agreement, insurance is in place which will protect against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts, and subject to the terms and conditions, as follows:

- a. Contractor shall ensure that an insurance policy is in place to provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$3,000,000 annual aggregate. Such insurance policy shall include County as an additional insured as provided hereinbelow.
- b. Contractor shall ensure that, in accordance with Section 406.16, Florida Statutes, the Medical Examiner and Associate Medical Examiners obtain insurance policies to provide professional liability insurance, including errors and omissions, for all medical examiner services provided by the Contractor, with minimum limits of \$1,000,000 per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term

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AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

of this Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment of medical examiner services provided under this Agreement.

- d. Any deductibles or self-insured retentions applicable to any of the insurance policies required under this Section 7 above shall be declared to and approved by County.
- e. County is to be named and covered as additional insured in all insurance policies required under this Section 7, other than workers' compensation policies.
- f. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the insurance coverages provided pursuant to this Section 7 shall be primary insurance with respect to County, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of such insurance coverages and shall not contribute with it. In such instances when such insurance coverages are primary, Contractor hereby waives all rights of subrogation against County with respect to losses payable under such insurance coverages.
- g. Contractor shall furnish County with certificates of insurance and with any original endorsements evidencing the coverages described herein for any insurance policies carried by Contractor.

8. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to Contractor hereunder without the previous written consent of the County.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees from all claims, losses, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents, or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the

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Contractor is sufficient consideration for the Contractor's indemnification of the County. Pursuant to Section 406.16, Florida Statutes, as may be amended from time to time, County shall not be liable for any acts of Contractor which are not within the scope of the official duties of the Office of the Medical Examiner, District 2.

County agrees to indemnify and hold harmless the Contractor from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the County, its delegates, agents or employees, or due to any act or occurrence of omission or commission of County or, its delegates, agents, or employees, including but not limited to costs and a reasonable attorney's fee. The parties further agree that nothing herein is intended to be and shall not be construed as a waiver of the County's right and immunities under Section 768.28, Florida Statutes, or any other law as amended.

10. TERMINATION

Either party may terminate this Agreement without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Agreement by giving a notice of termination to the Contractor in writing, delivered by certified mail, or in person, to the address of the Office of the Medical Examiner, District 2.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this Section 11 by the Contractor shall be grounds for cancellation of this agreement by County.

12. CONSTRUCTION AND VENUE

The validity, construction, end effect of this Agreement shall be governed by the laws of the State of Florida, and the parties stipulate that venue shall be exclusively in the Second Judicial Circuit of the State Courts of Florida.

13. CIVIL RIGHTS

The Contractor shall comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000d and 2000e), Executive Order No, 11246, entitled "Equal Employment

AGREEMENT BETWEEN JEFFERSON COUNTY
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Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination on the basis of race, color, sex, religious background, ancestry, natural origin, and mental and physical handicaps. It is expressly understood that upon receipt of evidence or of such discrimination, County may terminate this Agreement for cause.

14. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any revisions, alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

15. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, or electronic mail, and sent to:

For Contractor:

Thomas M. Coyne, M.D., Ph.D.
Thomas M. Coyne, M.D., P.A
Medical Examiner, District 2
560 Leonard Gray Way
Tallahassee, FL 32304
Tel: (850) 606-6600
Fax: (850) 606-6601
Email: tmcoynemdphd@gmail.com

For County:

Shannon Metty
County Manager
Jefferson County
445 W. Palmer Mill Road
Monticello, FL 32344
Tel: (850) 342 0223

Email: smetty@jeffersoncountyfl.gov

With Copy To:

United States Corp. Agents, Inc.
476 Riverside Ave.
Jacksonville, FL 32202

With Copy To:

Heather Encinosa
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

16. FINANCIAL RESPONSIBILITY

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

AGREEMENT BETWEEN JEFFERSON COUNTY
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17. PUBLIC RECORDS

For purposes of this Agreement, and to be consistent with the definition of public records contained in Section 119.011, Florida Statutes, the term "Medical Examiner Records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by Contractor. With regard to Medical Examiner Records, the following terms and conditions shall apply:

- a. The Parties acknowledge and agree that, with regard to the duties and responsibilities associated with the management of Medical Examiner Records, Thomas M. Coyne, M.D., P.A., and Medical Examiner District 2 shall each conduct itself as an "agency" as that term is defined in Section 119.011, Florida Statutes, and shall comply with all federal and state laws and rules related to the management of Medical Examiner Records including, but not limited to, Chapter 119, Florida Statutes, pertaining to public records, Chapter 406, Florida Statutes, pertaining to maintenance of records and exemptions, and Rule Chapter 11G-2, Florida Administrative Code, regarding the management of records and disclosure.
- b. The Parties agree that Thomas M. Coyne, M.D., P.A., and the Office of the Medical Examiner, District 2, are the custodians of all Medical Examiner Records and shall comply with applicable law and this Section 17 with regard to redaction, production, retention, and disposition.
- c. Contractor, with regard to any contract for services entered into with an individual, partnership, corporation, or other business entity, shall comply with the provisions of Section 119.0701, Florida Statutes, pertaining to such business entity's compliance with public records laws. For purposes of compliance with said statute, the Parties acknowledge and agree that Contractor shall conduct itself as a "public agency" as that term is defined therein.
- d. The provisions of this Section 17, including the obligations of the Parties to this Agreement with regard to the production, retention, and disposition of Medical Examiner Records, shall survive the expiration or earlier termination of this Agreement. Thomas M. Coyne, M.D., P.A., and Office of the Medical Examiner, District 2, expressly acknowledge and agree that they shall be responsible for jointly determining their continued responsibilities as records custodians of the Medical Examiner Records subsequent to the expiration or earlier termination of this Agreement.

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

- e. Contractor, with regard to the Medical Examiner Records, shall comply with Section 119.021, Florida Statutes, pertaining to custodial requirements and the maintenance, preservation, and retention of Medical Examiner Records which includes, but is not limited to, compliance with the General Records Schedule GS2 for District Medical Examiners adopted by the Division of Library and Information Services of the Department of State pursuant to Section 119.021(2)(a), Florida Statutes.

18. ENTIRE AGREEMENT & WAIVER

This Agreement contains the entire agreement between the Parties and supersedes all prior oral or written agreements. The Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by all parties as set forth in Section 14 of this Agreement. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the Counties to enforce any of the provisions hereto shall not be construed to be a waiver of the right of the Counties thereafter to enforce such provisions.

19. SEVERABILITY

If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, then the remaining terms of the Agreement shall remain in full force and effect as if the invalid provision had not been included as part of the Agreement.

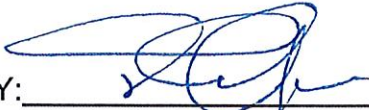
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SIGNATURE PAGE FOLLOWS**

AGREEMENT BETWEEN JEFFERSON COUNTY
AND OFFICE OF THE MEDICAL EXAMINER, DISTRICT 2

WHERETO, the parties have set their hands and seals effective May 1, 2024.

CONTRACTOR
OFFICE OF THE MEDICAL EXAMINER,
DISTRICT 2

WITNESS: 

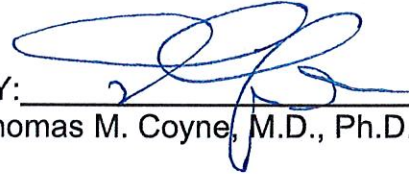
BY: 
Thomas M. Coyne, M.D., Ph.D.
Medical Examiner

WITNESS: 

DATE: 3/5/24

THOMAS M. COYNE, M.D., P.A.

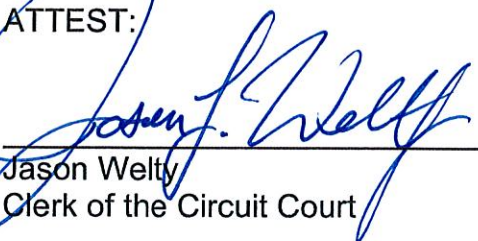
WITNESS: 


BY: 
Thomas M. Coyne, M.D., Ph.D.

WITNESS: 

DATE: 3/5/24

COUNTY
BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

ATTEST: 
Jason Welty
Clerk of the Circuit Court

BY: 
J.T. Surles
Chair
DATE: 4/4/24

APPROVED AS TO FORM:


Heather Encinosa, Esq.
County Attorney