

## AGREEMENT

**THIS AGREEMENT** entered this 11th day of June, 2014, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA (hereinafter "County"), 1100 Simonton Street, Key West, Fl. 33040, and Thomas Beavers, M.D, (hereinafter "Medical Examiner").

**WHEREAS**, Chapter 406, FS establishes Medical Examiner Districts; and

**WHEREAS**, the State Attorney for Monroe County did, pursuant to F.S. §406.15, appoint Thomas Beavers, M.D. as Interim Medical Examiner, pending appointment by the Governor, pursuant to F.S. §406.06, as the medical Examiner; now, therefore,

**IN CONSIDERATION** of the mutual covenants below, the parties agree as follows:

1. **CONTRACT PERIOD.** This agreement is for services for the period June 20, 2014, through May 31, 2017, contingent upon the Governor's appointment of Dr. Beavers to the office of Medical Examiner. This agreement shall come into effect on the date first stated above, and shall remain in effect for the stated period unless this agreement is terminated earlier pursuant to, and in compliance with, paragraph 14 below. In the event that Dr. Beavers is not appointed by the Governor to the position of Medical Examiner, this agreement will remain in effect only until the appointment by the Governor of another person to the office of Medical Examiner, notwithstanding any other provision contained in this agreement.

2. **SCOPE OF AGREEMENT.** Medical Examiner shall provide the work plan, staffing and services as necessary to carry out the functions of the district medical examiner as set forth in Ch. 406, F.S., and Title 11G, F.A.C. The Medical Examiner agrees that he will serve as the full time medical examiner for the 16<sup>th</sup> District, and shall reside in Monroe County, Florida, in order to be available in person on a regular basis during the term of this agreement or any subsequent agreement.

The staff of the office shall be directly responsible to the Medical Examiner, and shall include positions including, but not limited to, associate medical examiner(s), secretary, forensic investigator(s), diener, custodian, histotechnologist as is required to perform the services.

The Medical Examiner, Dr. Beavers, warrants and agrees that he is a practicing physician in pathology as required by Chapter 406, F.S. and holds the required licensure to accept and complete the duties of the medical examiner in Monroe County.

3. **AMOUNT OF AGREEMENT/PAYMENT.** County shall make payments in accordance with the budget for County fiscal year ending September 30, 2014, which budget is attached hereto as Exhibit A and incorporated herein by reference. A copy of the proposed budget for fiscal year ending 2015 is attached hereto as Exhibit B and is incorporated herein by reference. Subsequent years' payments shall be based on the budgets adopted for the Medical Examiner's Office. County has the authority and

responsibility, under FS 406.06(3), to establish reasonable salary, fees and other costs as are necessary for the operation of the Medical Examiner's office. Pursuant to F. S. 406.08, the medical examiner shall submit an annual budget to the board of county commissioners. The Medical Examiner's budget is intended to cover the anticipated normal activities/work load of the Medical Examiner based upon past statistics and reasonable projections, and shall be disbursed through pro rata monthly payments.

A) For the remainder of the 2014 budget period, the County shall pay the Medical Examiner on a monthly basis, when invoiced in arrears, the lump sum of \$56,101.25 per month, to cover the costs for all services of the office, including but not limited to salaries, benefits, and operating supplies.

B) After approval of the budget appropriation for Fiscal Year 2015, and upon receipt by the Clerk of monthly invoices for services rendered, County shall pay the Medical Examiner, for the period beginning October 1, 2014 and ending September 30, 2015, the annual lump sum as adopted by the Board of County Commissioners. The 2015 anticipated budget for the medical examiner is of \$631,370.00, in equal monthly payments of \$52,614.16 to cover the costs for all services of the office, including but not limited to salaries, benefits, and operating supplies. Subsequent years' lump sums shall be negotiated annually. The County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the Board of County Commissioners.

C) In the event of a disaster or occurrence unusual in nature or magnitude, the Medical Examiner shall petition the Board of County Commissioners for reimbursement of all extraordinary expenses and compensation due to the disaster.

D) The Medical Examiner shall develop a schedule of reasonable and customary fees which shall be charged to third parties for specific services. Revenue received from the collection of such fees shall be retained and accounted for by the Medical Examiner and used for operating expenses, thus reducing the overall level of County funding required for Medical Examiner activities in subsequent years, as negotiated.

4. **ACCOUNTING AND RECORDS.** Records of Medical Examiner pertaining to this Agreement shall be kept on generally recognized accounting principles, and shall be available to the County or to an authorized representative of County, FDLE and the Auditor General for audit. Both parties shall maintain such records as are necessary to account for state funds disbursed by the Medical Examiners Commission. All records related to this Agreement shall be kept for a minimum of five years subsequent to the termination of this Agreement. Medical Examiner shall be responsible for repayment of any and all audit exceptions identified by County or its agents or representatives. Medical Examiner may obtain, at his own cost, the services of an independent certified public accountant to review the records. In the event of an audit exception, the County's obligation under this Agreement shall be reduced if the exception is ascertained prior to the termination of this Agreement. In the event there are insufficient moneys due to Medical Examiner at the time of identification and notice thereof to Medical Examiner to

cover the amount of audit exception or the Agreement has terminated, Medical Examiner shall reimburse County for the amount of the audit exception.

County shall provide the Medical Examiners Commission with the County Annual Expenditure Report, identifying total funds expended or encumbered and budgeted, for Medical Examiner services during the current County fiscal year (forms to be provided by Commission); a copy of the budget adopted or proposed by County for Medical Examiner for FYE September 30, 2015, and a copy of any Medical Examiner Office financial audit report prepared for County.

5. **OFFICE/EQUIPMENT/FACILITY**

A) County shall provide such equipment and supplies as are required for the day-to-day operation of the Medical Examiner's Office pursuant to County policy and guidelines and within the budget provided for the Medical Examiner Office. The equipment and existing supplies are at the County's Medical Examiner facility, located at 56639 Overseas Highway, Marathon, Florida. In regards to maintenance of the facility, the County is responsible for:

1. Maintenance and repairs to facility;
2. Utilities, to include normal waste refuse services, electric and water;

and

the Medical Examiner is responsible for:

1. Biohazardous waste collection and disposal services.
2. Janitorial services for the facility

B) Medical Examiner is responsible to County for the safekeeping and proper use of the equipment entrusted to Medical Examiner's care. All equipment shall be relinquished to County upon termination of this agreement.

6. **MODIFICATIONS AND AMENDMENTS.** Any and all modifications and amendments of this agreement shall be approved by the County and Medical Examiner in writing. No modification or amendment shall become effective until approved in writing by both parties.

7. **ASSIGNMENT.** Medical Examiner shall not assign this, except in writing and with the prior written approval of County, which approval shall be subject to such conditions and provisions as County may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein, unless expressly provided otherwise in an amendment authorizing such assignment. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon either party in addition to the covenants and promises contained herein.

8. **INDEMNIFICATION.** Medical Examiner hereby agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses - including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation - and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively the "Claims") arising directly or

indirectly from any negligence or criminal conduct on the part of Medical Examiner, or subcontractors, in the performance of the terms of this Agreement except to the extent that, in the case of any act of negligence, Medical Examiner reasonably relied on material supplied by, or any employee of the County. Medical Examiner shall immediately give notice to County, by certified mail to the Mayor of County, of any suit, claim or action against Medical Examiner that is related to the activity under this contract and will cooperate with County in any investigation arising as a result of any suit, action or claim related to this contract.

9. **ANTI-DISCRIMINATION.** Medical Examiner will not discriminate against any person on the basis of race, creed, color, religion, sex, age, national origin, physical handicap, or any other characteristic which is not job-related, in its recruiting, hiring, promoting, terminating or any other area affecting employment under this Agreement. Medical Examiner agrees to include this paragraph in all contracts it enters into with other persons or entities and to abide by all Federal and State laws regarding non-discrimination, including but not limited to, Titles VI and VII of the Civil Rights Act of 1964 (42 USC 2000d), Executive Order 11246, Executive Order 11375 and U.S. Department of Labor Regulations (42 CFR Part 60).

10. **ANTI-KICKBACK.** Medical Examiner warrants that he has not employed, retained or otherwise had acted on his behalf any former county officer subject to the prohibition in Section 2 of Ordinance No. 10-1990 or any county officer or employee in violation of Section 3 of Ordinance No. 10-1990, and that no employee or officer of the County has any interest, financially or otherwise, in Medical Examiner except for such interests permissible by law and fully disclosed by affidavit attached hereto. For breach or violation of this paragraph, the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former county officer or employee.

11. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, any may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **COMPLIANCE WITH LAW.** Medical Examiner shall comply with all federal, state, and local laws, ordinances, regulations and rules applicable to the services to be performed by each party under the terms of this Agreement. Medical Examiner shall maintain such licensure as is required by law to carry out the services in this Agreement.

13. **INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, Medical Examiner is an independent contractor and not an employee, agent or

servant of the County or of the Florida Department of Law Enforcement. No statement in this Agreement shall be construed so as to find Medical Examiner or any of its employees, contractors, servants, or agents to be employees of the County or State, and they shall be entitled to none of the rights, privileges, or benefits of employees of County or State. The Medical Examiner may subcontract for performance of services as deemed necessary and shall be ultimately responsible legally, operationally, and financially for any such subcontracts; any subcontracts shall be of similarly licensed individuals.

**14. TERMINATION FOR CAUSE OR LACK OF FUNDS AND NON-WAIVER.**

A) Should County determine that this agreement should be terminated for cause, it shall notify the Medical Examiners Commission and the Governor as soon as is feasible after the occurrence(s) which is(are) the basis for such termination. Recognizing that the Governor and Medical Examiners Commission have the sole authority to suspend or remove the Medical Examiner pursuant to Sections 406.06 and 406.075, County may only terminate or reduce payment under this agreement for failure of the Medical Examiner to fulfill the terms of this Agreement, or attachments, properly or on time, or other violations of the provisions of the Agreement or of applicable laws or regulations governing the use of funds, upon giving written notice of sixty days, which notice shall specify cause. The notice of termination or reduction of payment may allow, if so specified within said notice, a time period during which the breach may be cured and the early termination for said breach become ineffective. The County shall pay Medical Examiner fair and equitable compensation for expenses incurred prior to termination of the Agreement, less any amount of damages caused by Medical Examiner's breach. If the damages are more than compensation payable, Medical Examiner will remain liable after termination and County can affirmatively collect damages. The Medical Examiner may terminate this agreement for failure of County to fulfill its duties and obligations upon giving County sixty (60) days prior written notice.

B) In the event that the Governor appoints a successor to the Medical Examiner named herein, this Agreement shall terminate on the day prior to the effective date of such successor's appointment.

C) In the event that funds from County cannot be continued at a level sufficient to allow for the purchase of services specified herein, this Agreement may be terminated upon giving written notice of thirty (30) days to Medical Examiner delivered in person or by mail to Medical Examiner.

D) The County shall not be obligated to pay for any services or goods provided by Medical Examiner after the effective date of termination.

E) Any waiver of any breach of covenants herein contained shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent a party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

F) Medical Examiner may terminate this Agreement without cause upon

giving County written notice of termination at least sixty (60) days prior to the effective termination date.

15. **INSURANCE.** The Medical Examiner shall maintain and comply with the insurance requirements as specified below, which include Professional Liability insurance in accordance with FS 406.16. The costs of the aforementioned insurance shall be a cost within the Medical Examiner's Budget.

**General Insurance Requirements**

As a pre-requisite of the work governed by this contract (including the pre-staging of personnel and material), the Medical Examiner shall obtain, at his/her own expense, insurance as specified below. The County shall reimburse the Medical Examiner for the reasonable cost of the specified Medical Professional Liability. The Medical Examiner shall require all Subcontractors to obtain insurance consistent with the schedules below; and provide proof of insurance in effect during term of subcontract to medical examiner and county upon request from the county.

The Medical Examiner will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Medical Examiner to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Medical Examiner's failure to provide satisfactory evidence.

The Medical Examiner shall maintain the required insurance throughout the entire term of this contract and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Medical Examiner to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Medical Examiner's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance, or a Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless the insurer gives a minimum of thirty (30) days prior notification to the County.

The acceptance and/or approval of the Medical Examiner's insurance shall not be construed as relieving the Medical Examiner from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

**General Liability.**

Prior to the commencement of work governed by this contract, the Medical Examiner shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include as a minimum: Premises Operations, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage. The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence

\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County. The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**Vehicle Liability.**

Recognizing that the work governed by this contract requires the use of vehicles, the Medical Examiner, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence

\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**Medical Professional Liability.**

Recognizing that the work governed by this contract involves the providing of professional medical treatment, the Medical Examiner shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability shall be:

\$500,000 per Occurrence/\$1,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

**Workers' Compensation.**

Prior to the commencement of work governed by this contract, the Medical Examiner shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Medical Examiner shall obtain Employers' Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Medical Examiner has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Medical Examiner's status. The Medical Examiner may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Medical Examiner's Excess Insurance Program.

If the Medical Examiner participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Medical Examiner may be required to submit updated financial statements from the fund upon request from the County.

16. **SEVERABILITY.** If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such provision other than those as to which it is invalid or unenforceable, shall not be effected thereby; and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **NOTICE.** Unless specifically provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be in writing and hand-delivered or mailed, postage prepaid by certified mail, return receipt requested, to the other party as follows: To County:

County Administrator  
1100 Simonton Street  
Key West, Fl. 33040

To Medical Examiner:

Thomas Beavers, M.D.  
P.O. Box 523207  
Marathon Shores, Fl. 33052

18. **CONSENT TO JURISDICTION.** This Agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida and both parties agree that a proper venue for any action shall be Monroe County.

19. **REPORTS.** Medical Examiner shall develop a record-keeping system which can be used to provide County with a monthly report, which shall be submitted on a monthly basis and begin no later than a report for the month of June, 2014, and which shall include, as a minimum the following:

- A) Number of all investigations.



- B) Number of all autopsies performed.
- C) Number of authorizations for all cremations and burials at sea and anatomical dissections.

The activity report shall be submitted by the 10th day of the following month to the County Administrator.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Medical Examiner and the County.

21. **FDLE.** The Florida Department of Law Enforcement shall not be deemed to assume any liability for the acts, omissions to act, or negligence of the County or the Medical Examiner, their agents, servants and employees; nor shall County or Medical Examiner exclude its own negligence to FDLE or any third party.

22. **GENERAL REQUIREMENTS OF COUNTY CONTRACTS:**

A) Non-Discrimination. County and Contractor agree that there will be no discrimination in the provision of services against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

B) **Covenant of No Interest.** County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

C) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

D) **Public Access.** The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119 and Chapter 406, Florida Statutes, as well as any other applicable statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor. It is understood that due to the nature of the services provided, there will be records which are deemed confidential and exempt from the public records disclosure requirement.

With respect to documents that are not deemed confidential or exempt the medical examiner must comply with public records law, specifically to do the following:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (iv) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this

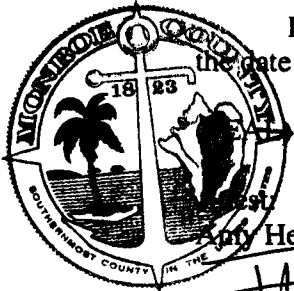
Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

F) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

G) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

H) Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



Amy Heavilin, CLERK  
By [Signature]  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By [Signature]  
Mayor/Chairman

MEDICAL EXAMINER

[Signature]  
Thomas Beavers, MD  
Date 6/23/2014

[Signature]  
Witness Signature Date: 23 June 2014  
LAURIE F. DASTAGUE  
Witness printed name

[Signature]  
Witness Signature Date: 6/23/14  
Katherine Peters  
Witness printed name

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
[Signature]  
NATILEENE W. CASSEL  
ASSISTANT COUNTY ATTORNEY  
Date 6-3-2014

FILED FOR RECORD  
2014 JUN 25 AM 10:06

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Organization Code Expenditure Detail Item Budget grouped by Fund, Department  
 Monroe County Board of County Commissioners

Fiscal Year 2014

Expenditure Detail Item Description	Service Level	Account #	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	FY 2017 Budget	FY 2018 Budget
<b>001 General Fund</b>							
<b>680 Medical Examiner</b>							
<b>68000 Medical Examiner</b>							
<b>530340 Other Contractual Service</b>							
Add'l funds							
FY14 Proposed	1		50,000	50,000	50,000	0	0
	1		573,215	573,215	573,215	0	0
		530340 Other Contractual Service	623,215	623,215	623,215	0	0
<b>560640 Capital Outlay-equipment</b>							
<b>Body Lift</b>							
	1		50,000	50,000	50,000	0	0
		68000 Medical Examiner	673,215	673,215	673,215	0	0
		680 Medical Examiner	673,215	673,215	673,215	0	0
		001 General Fund	673,215	673,215	673,215	0	0
		<b>Report Grand Total</b>	<b>673,215</b>	<b>673,215</b>	<b>673,215</b>	<b>0</b>	<b>0</b>

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Organization Code Expenditure Detail Item Budget grouped by Fund, Department  
 Monroe County Board of County Commissioners

Fiscal Year 2015

Expenditure Detail Item Description	Service Level	Issue #	FY 2015 Budget	FY 2016 Budget	FY 2017 Budget	FY 2018 Budget	FY 2019 Budget
<b>001 General Fund</b>							
<b>680 Medical Examiner</b>							
<b>68000 Medical Examiner</b>							
530340 Other Contractual Service							
FY15 Proposed							
	1		623,215	623,215	623,215	0	0
530451 Risk Management Charges							
FY15 Proposed							
	1		8,155	8,155	8,155	0	0
68000 Medical Examiner			<b>631,370</b>	<b>631,370</b>	<b>631,370</b>	<b>0</b>	<b>0</b>
680 Medical Examiner			<b>631,370</b>	<b>631,370</b>	<b>631,370</b>	<b>0</b>	<b>0</b>
001 General Fund			<b>631,370</b>	<b>631,370</b>	<b>631,370</b>	<b>0</b>	<b>0</b>
<b>Report Grand Total</b>			<b>631,370</b>	<b>631,370</b>	<b>631,370</b>	<b>0</b>	<b>0</b>