

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2009</u> | <u>2010</u> | <u>2011</u> | <u>2012</u> | <u>2013</u> |
|-------------------------------------|---------------|-------------------|------------------|--------------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>15,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>15,000</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE | _____ | _____ | _____ | _____ | _____ |
| POSITIONS (Cumulative) | <u>0</u> | _____ | _____ | _____ | _____ |
| Is Item Included In Current Budget? | Yes <u>X</u> | _____ | _____ | _____ | No _____ |
| Budget Account No.: Fund | <u>0001</u> | Agency <u>670</u> | Org. <u>4100</u> | Object <u>3431</u> | |
| Reporting Category | _____ | | | | |

B. Recommended Sources of Funds/Summary of Fiscal Impact:

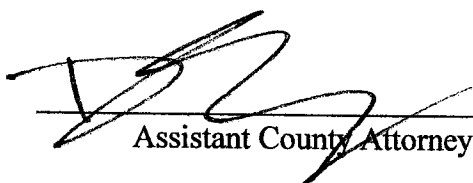
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:
Payment for the contracts is available from the Medical Examiner's lapsed salaries.

 4/30/09
 OFMB
  4/30/09
 Contract Dev and Control

B. Legal Sufficiency:

 4/30/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

PALM BEACH COUNTY
INTERIM ASSOCIATE MEDICAL EXAMINER
AGREEMENT

THIS AGREEMENT is entered into on the 27th day of April, 2009 by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as COUNTY, and MARK SHUMAN, M.D., M.S., INTERIM ASSOCIATE MEDICAL EXAMINER, hereafter referred to as the INTERIM ASSOCIATE.

WITNESSETH

WHEREAS, Palm Beach County is a Charter County, pursuant to Article VIII, section 1 of the Florida Constitution; and

WHEREAS, Palm Beach County Code 13-1 provides that ASSOCIATES shall be entitled to such compensation and reasonable salary and fees as is established by the Board of County Commissioners; and

WHEREAS, pursuant to Resolution No. R2001-0118, may enter into INTERIM ASSOCIATE Agreements; and

WHEREAS, the County Administrator, or his designee, has the authority to sign this Agreement on behalf of the Board of County Commissioners; and

WHEREAS, the DISTRICT MEDICAL EXAMINER for Palm Beach County has the authority to select ASSOCIATES and recommend their appointment; and

WHEREAS, the parties hereto are desirous of entering into this Agreement for the purpose of contracting with INTERIM ASSOCIATES and specifying the duties and obligations of each to the other.

PALM BEACH COUNTY
INTERIM ASSOCIATE MEDICAL EXAMINER
AGREEMENT

THIS AGREEMENT is entered into on the 27th day of April, 2009 by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as COUNTY, and LINDA R. O'NEIL, M.D., INTERIM ASSOCIATE MEDICAL EXAMINER, hereafter referred to as the INTERIM ASSOCIATE.

WITNESSETH

WHEREAS, Palm Beach County is a Charter County, pursuant to Article VIII, section 1 of the Florida Constitution; and

WHEREAS, Palm Beach County Code 13-1 provides that ASSOCIATES shall be entitled to such compensation and reasonable salary and fees as is established by the Board of County Commissioners; and

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WHEREAS, the parties hereto are desirous of entering into this Agreement for the purpose of contracting with INTERIM ASSOCIATES and specifying the duties and obligations of each to the other.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto expressly acknowledge, the COUNTY and INTERIM ASSOCIATE agree as follows:

1. **Term.** The term of this Agreement shall commence upon the 1st day of May, 2009.

2. **INTERIM ASSOCIATE; Obligations and Responsibilities.** During the term of this Agreement, the INTERIM ASSOCIATE shall be responsible to the DISTRICT MEDICAL EXAMINER for any and all Medical Examiner services required by the DISTRICT MEDICAL EXAMINER on the assigned work days. In particular, the INTERIM ASSOCIATE shall comply with all requirements of Chapter 406 of the Florida Statutes, Chapter 11G, Florida Administrative Code, the Practice Guidelines for Florida Medical Examiners and the National Association of Medical Examiners Forensic Autopsy Performance Standards and shall perform all duties specified therein in a professional manner. In addition:

A. Notwithstanding paragraph 1 above, the INTERIM ASSOCIATE shall serve at the pleasure of the DISTRICT MEDICAL EXAMINER. The work activities of the INTERIM ASSOCIATE including scheduling and day to day supervision shall be the responsibility of the DISTRICT MEDICAL EXAMINER.

B. The COUNTY shall provide professional liability insurance to the INTERIM ASSOCIATE, and their agents, servants or employees (if any) during their service to the COUNTY.

3. **Outside Activities.** The INTERIM ASSOCIATE may, with the approval of the DISTRICT MEDICAL EXAMINER, engage in teaching activities, forensic consultations, and expert testimony on matters not arising out of official duties hereunder so long as such activities do not otherwise interfere with the duties prescribed herein. The INTERIM ASSOCIATE may receive and retain compensation for such matters. The INTERIM ASSOCIATE agrees to give the highest priority to performance under this Agreement during the assigned work days, and any private practice or teaching shall be subordinate to the function as INTERIM ASSOCIATE. It is contemplated by the parties hereto that the INTERIM ASSOCIATE will be devoting substantially all working time to the performance of duties as INTERIM ASSOCIATE during the assigned work days.

4. **Facilities and Equipment.** During the term of this Agreement, it is hereby understood that any facilities, equipment, supplies and support staff provided to the DISTRICT MEDICAL EXAMINER by the COUNTY shall be utilized for the INTERIM ASSOCIATE's official duties, and same may not be used for any other purpose without the prior express written authorization of the DISTRICT MEDICAL EXAMINER and the County Administrator.

5. **Compensation.** The INTERIM ASSOCIATE shall be entitled to receive compensation and fees as follows:

A. A fee of One Thousand, Two Hundred Dollars (\$1,200.00) per diem. Payment shall be made to the INTERIM ASSOCIATE on a monthly basis. The INTERIM ASSOCIATE may have any monies or compensation due herein paid to any professional association (PA) or corporation formed by the INTERIM ASSOCIATE. In the event of termination of this Agreement, or the termination of the Agreement with the DISTRICT MEDICAL EXAMINER, or during any period of suspension, payment under this Agreement shall cease upon the effective date of the termination or suspension.

B. All fees received for testifying as an expert witness when such testimony is required as a result of knowledge gained in the performance of the official duties as INTERIM ASSOCIATE.

C. Additional compensation for the services of the INTERIM ASSOCIATE in the event of a declared disaster, localized mass casualty or other similar unpredicted incident, will be established by the Board of County Commissioners on an incident-by-incident basis.

6. The INTERIM ASSOCIATE shall receive no additional compensation for performance under this Agreement without prior approval of the Board of County Commissioners. The COUNTY shall not be obligated to provide INTERIM ASSOCIATE with any fringe benefits. The COUNTY shall not be obligated to withhold U.S. income tax, withholding or social security tax, unemployment, or workers= compensation payments, and any similar withholdings. It is expressly understood that the INTERIM ASSOCIATE is not entitled to participate in the State Retirement Program.

7. The INTERIM ASSOCIATE shall pay or transmit to the COUNTY, by check or by other COUNTY approved manner, on a monthly basis:

A. All fees received for the making of copies of certificates, slides, documents, reports, photographs and other reproducible items.

B. All fees or payments received from State agencies for work performed by the INTERIM ASSOCIATE, excluding expert witness fees.

C. All charges billed to and paid by another Medical Examiner District for work performed by the INTERIM ASSOCIATE using Palm Beach County equipment or personnel.

8. **Indemnification.**

A. The INTERIM ASSOCIATE shall indemnify and save harmless and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liabilities, losses, and/or causes of action which may arise from any negligent act or omission of the INTERIM ASSOCIATE, his/her agents, servants, or employees in the performance of services under this Agreement.

B. The INTERIM ASSOCIATE further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the INTERIM ASSOCIATE, not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable.

C. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity by the COUNTY.

D. This Indemnification and hold harmless section shall apply to the fullest extent permitted by law; however, notwithstanding the preceding provision of this paragraph, the INTERIM ASSOCIATE shall not be responsible for any indemnification to COUNTY for any claims, demands, liability, losses and/or causes of action attributable in any degree to the negligence of COUNTY, its agents, servants or employees.

9. **Termination.**

A. This Agreement may be terminated by the COUNTY, with or without cause, upon thirty (30) days written notice from the DISTRICT MEDICAL EXAMINER.

B. In the event of termination, the INTERIM ASSOCIATE's appointment as INTERIM ASSOCIATE shall automatically expire without further action by the parties hereto, upon the effective date of termination.

10. **Assignment.** It is hereby agreed that any and all rights or obligations created by this Agreement may not be assigned or delegated by either party hereto, other than as expressly provided herein, this being a personal Professional Services Agreement.

11. **Conflict of Interest.** The INTERIM ASSOCIATE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Part III of Chapter 112, Florida Statutes. The INTERIM ASSOCIATE further represents that no person having any interest shall be employed for said performance.

The INTERIM ASSOCIATE shall promptly notify the COUNTY and DISTRICT MEDICAL EXAMINER in writing by certified mail of all potential conflicts for any prospective business association, interest or other circumstance which may influence or appear to influence the INTERIM ASSOCIATE's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the INTERIM ASSOCIATE may undertake and request an opinion of the COUNTY and DISTRICT MEDICAL EXAMINER as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the INTERIM ASSOCIATE. The COUNTY agrees to notify the INTERIM ASSOCIATE AND DISTRICT MEDICAL EXAMINER of its opinion by certified mail within thirty (30) days of receipt of the notification. If, in the opinion of COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the INTERIM ASSOCIATE, the COUNTY shall so state in the notification. This paragraph does not, however, require notice for activities which are authorized or permitted by this Agreement.

12. **Independent Contractor.** The parties hereto expressly agree that the INTERIM ASSOCIATE is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the DISTRICT MEDICAL EXAMINER's sole direction, supervision, and control. The DISTRICT MEDICAL EXAMINER shall exercise control over the means and manner in which the INTERIM ASSOCIATE performs the work,

and in all respects the relationship of the INTERIM ASSOCIATE to the COUNTY shall be that of an independent contractor and not as an employee or agent of the COUNTY.

13. **Authority.** The INTERIM ASSOCIATE does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement and shall not pledge the COUNTY=s credit or make it a guarantor of payment or surety for any contract or indebtedness.

14. The INTERIM ASSOCIATE warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the INTERIM ASSOCIATE to solicit or secure this Agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the INTERIM ASSOCIATE, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Nothing contained in this provision shall prohibit INTERIM ASSOCIATE from engaging the services of an attorney on a non-contingent fee basis for assistance in the negotiation and execution of this Agreement.

15. **Non-Discrimination.** The INTERIM ASSOCIATE warrants and represents that all of his/her employees (if any) are treated equally during employment without regard to race, color, religion, sex, age, sexual orientation, marital status, national origin, or gender identity or expression.

16. **Authority to Practice.** The INTERIM ASSOCIATE hereby represents and warrants that he/she has and will continue to maintain all licenses, designations, certifications, and approvals required and that he/she will at all times conduct his/her activities in accordance with highest professional standards.

17. **Notice.** Whenever any party desires to give notice to the other, same must be in writing and shall be directed to:

COUNTY ADMINISTRATOR
301 N. Olive Avenue, Suite 1101
West Palm Beach, FL 33401
And

Michael D. Bell, M.D.
District Medical Examiner
3126 Gun Club Road
West Palm Beach, FL 33406

With a copy to: County Attorney=s Office
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If sent to INTERIM ASSOCIATE:

Mark Shuman, M.D., M.S.
1865 N.E. 214th Terrace
Miami, Florida 33179

18. **Availability of Funds.** The COUNTY=s performance and obligations under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

19. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Public Entity Crimes.** As provided in FS 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the INTERIM ASSOCIATE certifies that he/she, his/her affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by FS 287.133(3)(a).

21. **Entirety of Agreement.** The COUNTY and INTERIM ASSOCIATE agree that this Agreement embodies the total agreement between the parties hereto, and that there are no promises or understanding other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first entered above.

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA
ON BEHALF OF THE BOARD OF
COUNTY COMMISSIONERS:



County Administrator


INTERIM ASSOCIATE:

By: 

MARK SHUMAN, M.D.

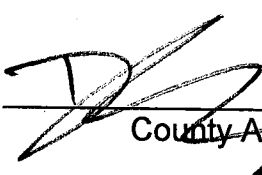
(Notary as to INTERIM ASSOCIATE)

Approved as to terms and
conditions

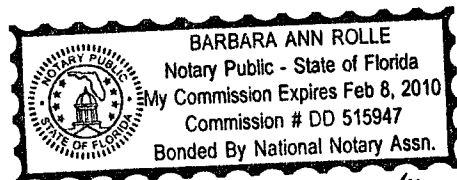
By: 

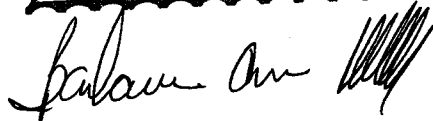
Michael D. Bell, M.D.
DISTRICT MEDICAL EXAMINER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

County Attorney





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INTERIM ASSOCIATE MEDICAL EXAMINER
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B. The INTERIM ASSOCIATE further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the INTERIM ASSOCIATE, not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable.

C. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity by the COUNTY.

D. This Indemnification and hold harmless section shall apply to the fullest extent permitted by law; however, notwithstanding the preceding provision of this paragraph, the INTERIM ASSOCIATE shall not be responsible for any indemnification to COUNTY for any claims, demands, liability, losses and/or causes of action attributable in any degree to the negligence of COUNTY, its agents, servants or employees.

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The INTERIM ASSOCIATE shall promptly notify the COUNTY and DISTRICT MEDICAL EXAMINER in writing by certified mail of all potential conflicts for any prospective business association, interest or other circumstance which may influence or appear to influence the INTERIM ASSOCIATE's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the INTERIM ASSOCIATE may undertake and request an opinion of the COUNTY and DISTRICT MEDICAL EXAMINER as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the INTERIM ASSOCIATE. The COUNTY agrees to notify the INTERIM ASSOCIATE AND DISTRICT MEDICAL EXAMINER of its opinion by certified mail within thirty (30) days of receipt of the notification. If, in the opinion of COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the INTERIM ASSOCIATE, the COUNTY shall so state in the notification. This paragraph does not, however, require notice for activities which are authorized or permitted by this Agreement.

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and in all respects the relationship of the INTERIM ASSOCIATE to the COUNTY shall be that of an independent contractor and not as an employee or agent of the COUNTY.

13. **Authority.** The INTERIM ASSOCIATE does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement and shall not pledge the COUNTY=s credit or make it a guarantor of payment or surety for any contract or indebtedness.

14. The INTERIM ASSOCIATE warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the INTERIM ASSOCIATE to solicit or secure this Agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the INTERIM ASSOCIATE, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Nothing contained in this provision shall prohibit INTERIM ASSOCIATE from engaging the services of an attorney on a non-contingent fee basis for assistance in the negotiation and execution of this Agreement.

15. **Non-Discrimination.** The INTERIM ASSOCIATE warrants and represents that all of his/her employees (if any) are treated equally during employment without regard to race, color, religion, sex, age, sexual orientation, marital status, national origin, or gender identity or expression.

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301 N. Olive Avenue, Suite 1101
West Palm Beach, FL 33401
And

Michael D. Bell, M.D.
District Medical Examiner
3126 Gun Club Road
West Palm Beach, FL 33406

With a copy to: County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If sent to INTERIM ASSOCIATE:

Linda R. O'Neil, M.D.
7416 N.W. 51st Way
Coconut Creek, Florida 33073

18. **Availability of Funds.** The COUNTY's performance and obligations under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

19. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Public Entity Crimes.** As provided in FS 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the INTERIM ASSOCIATE certifies that he/she, his/her affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by FS 287.133(3)(a).

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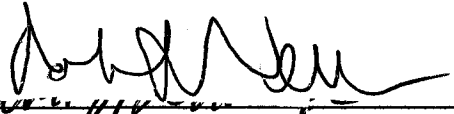
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first entered above.

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

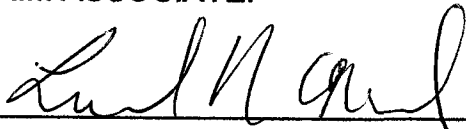
By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA
ON BEHALF OF THE BOARD OF
COUNTY COMMISSIONERS:




County Administrator

INTERIM ASSOCIATE:

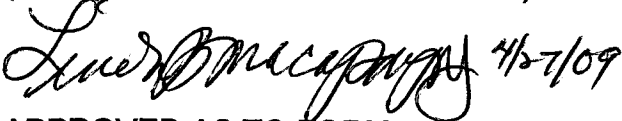
By: 

Approved as to terms and
conditions


By: 

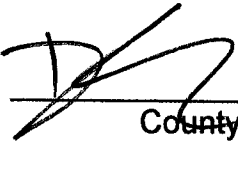
Michael D. Bell, M.D.
DISTRICT MEDICAL EXAMINER

(Notary as to INTERIM ASSOCIATE)

 4/27/09

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

 LINDA B. MACAPAYAG
Commission DD 645652
Expires May 3, 2011
Renewed thru Tray Fahn Insurance 800-858-7010

By: 

County Attorney

PALM BEACH COUNTY
INTERIM ASSOCIATE MEDICAL EXAMINER
AGREEMENT

THIS AGREEMENT is entered into on the 27th day of April, 2009 by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as COUNTY, and JENNIFER PARK, D.O., INTERIM ASSOCIATE MEDICAL EXAMINER, hereafter referred to as the INTERIM ASSOCIATE.

WITNESSETH

WHEREAS, Palm Beach County is a Charter County, pursuant to Article VIII, section 1 of the Florida Constitution; and

WHEREAS, Palm Beach County Code 13-1 provides that ASSOCIATES shall be entitled to such compensation and reasonable salary and fees as is established by the Board of County Commissioners; and

WHEREAS, pursuant to Resolution No. R2001-0118, may enter into INTERIM ASSOCIATE Agreements; and

WHEREAS, the County Administrator, or his designee, has the authority to sign this Agreement on behalf of the Board of County Commissioners; and

WHEREAS, the DISTRICT MEDICAL EXAMINER for Palm Beach County has the authority to select ASSOCIATES and recommend their appointment; and

WHEREAS, the parties hereto are desirous of entering into this Agreement for the purpose of contracting with INTERIM ASSOCIATES and specifying the duties and obligations of each to the other.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto expressly acknowledge, the COUNTY and INTERIM ASSOCIATE agree as follows:

1. **Term.** The term of this Agreement shall commence upon the 1st day of May, 2009.

2. **INTERIM ASSOCIATE; Obligations and Responsibilities.** During the term of this Agreement, the INTERIM ASSOCIATE shall be responsible to the DISTRICT MEDICAL EXAMINER for any and all Medical Examiner services required by the DISTRICT MEDICAL EXAMINER on the assigned work days. In particular, the INTERIM ASSOCIATE shall comply with all requirements of Chapter 406 of the Florida Statutes, Chapter 11G, Florida Administrative Code, the Practice Guidelines for Florida Medical Examiners and the National Association of Medical Examiners Forensic Autopsy Performance Standards and shall perform all duties specified therein in a professional manner. In addition:

A. Notwithstanding paragraph 1 above, the INTERIM ASSOCIATE shall serve at the pleasure of the DISTRICT MEDICAL EXAMINER. The work activities of the INTERIM ASSOCIATE including scheduling and day to day supervision shall be the responsibility of the DISTRICT MEDICAL EXAMINER.

B. The COUNTY shall provide professional liability insurance to the INTERIM ASSOCIATE, and their agents, servants or employees (if any) during their service to the COUNTY.

3. **Outside Activities.** The INTERIM ASSOCIATE may, with the approval of the DISTRICT MEDICAL EXAMINER, engage in teaching activities, forensic consultations, and expert testimony on matters not arising out of official duties hereunder so long as such activities do not otherwise interfere with the duties prescribed herein. The INTERIM ASSOCIATE may receive and retain compensation for such matters. The INTERIM ASSOCIATE agrees to give the highest priority to performance under this Agreement during the assigned work days, and any private practice or teaching shall be subordinate to the function as INTERIM ASSOCIATE. It is contemplated by the parties hereto that the INTERIM ASSOCIATE will be devoting substantially all working time to the performance of duties as INTERIM ASSOCIATE during the assigned work days.

4. **Facilities and Equipment.** During the term of this Agreement, it is hereby understood that any facilities, equipment, supplies and support staff provided to the DISTRICT MEDICAL EXAMINER by the COUNTY shall be utilized for the INTERIM ASSOCIATE's official duties, and same may not be used for any other purpose without the prior express written authorization of the DISTRICT MEDICAL EXAMINER and the County Administrator.

5. **Compensation.** The INTERIM ASSOCIATE shall be entitled to receive compensation and fees as follows:

A. A fee of One Thousand, Two Hundred Dollars (\$1,200.00) per diem. Payment shall be made to the INTERIM ASSOCIATE on a monthly basis. The INTERIM ASSOCIATE may have any monies or compensation due herein paid to any professional association (PA) or corporation formed by the INTERIM ASSOCIATE. In the event of termination of this Agreement, or the termination of the Agreement with the DISTRICT MEDICAL EXAMINER, or during any period of suspension, payment under this Agreement shall cease upon the effective date of the termination or suspension.

B. All fees received for testifying as an expert witness when such testimony is required as a result of knowledge gained in the performance of the official duties as INTERIM ASSOCIATE.

C. Additional compensation for the services of the INTERIM ASSOCIATE in the event of a declared disaster, localized mass casualty or other similar unpredicted incident, will be established by the Board of County Commissioners on an incident-by-incident basis.

6. The INTERIM ASSOCIATE shall receive no additional compensation for performance under this Agreement without prior approval of the Board of County Commissioners. The COUNTY shall not be obligated to provide INTERIM ASSOCIATE with any fringe benefits. The COUNTY shall not be obligated to withhold U.S. income tax, withholding or social security tax, unemployment, or workers= compensation payments, and any similar withholdings. It is expressly understood that the INTERIM ASSOCIATE is not entitled to participate in the State Retirement Program.

7. The INTERIM ASSOCIATE shall pay or transmit to the COUNTY, by check or by other COUNTY approved manner, on a monthly basis:

A. All fees received for the making of copies of certificates, slides, documents, reports, photographs and other reproducible items.

B. All fees or payments received from State agencies for work performed by the INTERIM ASSOCIATE, excluding expert witness fees.

C. All charges billed to and paid by another Medical Examiner District for work performed by the INTERIM ASSOCIATE using Palm Beach County equipment or personnel.

8. **Indemnification.**

A. The INTERIM ASSOCIATE shall indemnify and save harmless and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liabilities, losses, and/or causes of action which may arise from any negligent act or omission of the INTERIM ASSOCIATE, his/her agents, servants, or employees in the performance of services under this Agreement.

B. The INTERIM ASSOCIATE further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the INTERIM ASSOCIATE, not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable.

C. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity by the COUNTY.

D. This Indemnification and hold harmless section shall apply to the fullest extent permitted by law; however, notwithstanding the preceding provision of this paragraph, the INTERIM ASSOCIATE shall not be responsible for any indemnification to COUNTY for any claims, demands, liability, losses and/or causes of action attributable in any degree to the negligence of COUNTY, its agents, servants or employees.

9. **Termination.**

A. This Agreement may be terminated by the COUNTY, with or without cause, upon thirty (30) days written notice from the DISTRICT MEDICAL EXAMINER.

B. In the event of termination, the INTERIM ASSOCIATE's appointment as INTERIM ASSOCIATE shall automatically expire without further action by the parties hereto, upon the effective date of termination.

10. **Assignment.** It is hereby agreed that any and all rights or obligations created by this Agreement may not be assigned or delegated by either party hereto, other than as expressly provided herein, this being a personal Professional Services Agreement.

11. **Conflict of Interest.** The INTERIM ASSOCIATE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Part III of Chapter 112, Florida Statutes. The INTERIM ASSOCIATE further represents that no person having any interest shall be employed for said performance.

The INTERIM ASSOCIATE shall promptly notify the COUNTY and DISTRICT MEDICAL EXAMINER in writing by certified mail of all potential conflicts for any prospective business association, interest or other circumstance which may influence or appear to influence the INTERIM ASSOCIATE's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the INTERIM ASSOCIATE may undertake and request an opinion of the COUNTY and DISTRICT MEDICAL EXAMINER as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the INTERIM ASSOCIATE. The COUNTY agrees to notify the INTERIM ASSOCIATE AND DISTRICT MEDICAL EXAMINER of its opinion by certified mail within thirty (30) days of receipt of the notification. If, in the opinion of COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the INTERIM ASSOCIATE, the COUNTY shall so state in the notification. This paragraph does not, however, require notice for activities which are authorized or permitted by this Agreement.

12. **Independent Contractor.** The parties hereto expressly agree that the INTERIM ASSOCIATE is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the DISTRICT MEDICAL EXAMINER's sole direction, supervision, and control. The DISTRICT MEDICAL EXAMINER shall exercise control over the means and manner in which the INTERIM ASSOCIATE performs the work,

and in all respects the relationship of the INTERIM ASSOCIATE to the COUNTY shall be that of an independent contractor and not as an employee or agent of the COUNTY.

13. **Authority.** The INTERIM ASSOCIATE does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement and shall not pledge the COUNTY=s credit or make it a guarantor of payment or surety for any contract or indebtedness.

14. The INTERIM ASSOCIATE warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the INTERIM ASSOCIATE to solicit or secure this Agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the INTERIM ASSOCIATE, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Nothing contained in this provision shall prohibit INTERIM ASSOCIATE from engaging the services of an attorney on a non-contingent fee basis for assistance in the negotiation and execution of this Agreement.

15. **Non-Discrimination.** The INTERIM ASSOCIATE warrants and represents that all of his/her employees (if any) are treated equally during employment without regard to race, color, religion, sex, age, sexual orientation, marital status, national origin, or gender identity or expression.

16. **Authority to Practice.** The INTERIM ASSOCIATE hereby represents and warrants that he/she has and will continue to maintain all licenses, designations, certifications, and approvals required and that he/she will at all times conduct his/her activities in accordance with highest professional standards.

17. **Notice.** Whenever any party desires to give notice to the other, same must be in writing and shall be directed to:

COUNTY ADMINISTRATOR
301 N. Olive Avenue, Suite 1101
West Palm Beach, FL 33401
And

Michael D. Bell, M.D.
District Medical Examiner
3126 Gun Club Road
West Palm Beach, FL 33406

With a copy to: County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If sent to INTERIM ASSOCIATE:

Jennifer Park, D.O.
22657 Meridiana Drive
Boca Raton, Florida 33433

18. **Availability of Funds.** The COUNTY's performance and obligations under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

19. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. **Public Entity Crimes.** As provided in FS 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the INTERIM ASSOCIATE certifies that he/she, his/her affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by FS 287.133(3)(a).

21. **Entirety of Agreement.** The COUNTY and INTERIM ASSOCIATE agree that this Agreement embodies the total agreement between the parties hereto, and that there are no promises or understanding other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

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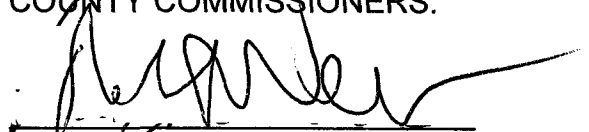
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first entered above.

ATTEST:

SHARON R. BOCK
Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA
ON BEHALF OF THE BOARD OF
COUNTY COMMISSIONERS:



County Administrator

INTERIM ASSOCIATE:

By: 

Jennifer Park, D.O.

(Notary as to INTERIM ASSOCIATE)



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

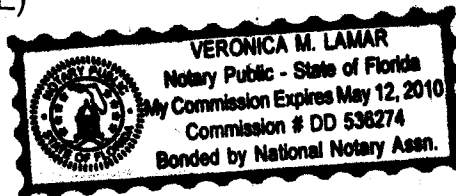
By: 

County Attorney

Approved as to terms and
conditions

By: 

Michael D. Bell, M.D.
DISTRICT MEDICAL EXAMINER



RESOLUTION R-2000-0118

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO INTERIM AGREEMENTS WITH ASSOCIATE MEDICAL EXAMINERS FOR A PERIOD NOT TO EXCEED SIX MONTHS IN ORDER TO ASSURE THE CONTINUITY OF MEDICAL EXAMINER OFFICE COVERAGE.

WHEREAS, on November 1, 2000, the Board of County Commissioners appointed Lisa M. Flannagan, M.D., as the District Medical Examiner for Palm Beach County; and

WHEREAS, Florida Statute Chapter 406, under which Dr. Flannagan is employed, requires her to select such Associate Medical Examiners as are reasonably necessary to provide Medical Examiner services; and

WHEREAS, it is Palm Beach County's responsibility to remunerate and contract independently with each Associate Medical Examiner selected by the Medical Examiner; and

WHEREAS, Dr. Flannagan requires the services of Associate Medical Examiners starting January 10, 2001; and

WHEREAS, an "Interim Associate Medical Examiner's Agreement" has been developed to assure that Dr. Flannagan has available immediate coverage of a sufficient number of Associate Medical Examiners primarily to cover weekends and holidays; and

WHEREAS, the "Interim Associate Medical Examiner's Agreement" is for a term of no more than six months, and provides for the immediate contractual employment of associate medical examiners until a full-time Associate Medical Examiner can be hired.

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

1. The Interim Associate Medical Examiner Agreement shall be for a term of no more than six consecutive months.
2. The County Administrator shall have the authority to sign Interim Associate Medical Examiner Agreements on behalf of the Board of County Commissioners.
3. Each fully signed and executed Interim Associate Medical Examiner Agreement shall be forwarded to the Minutes Department for receipt and filing.

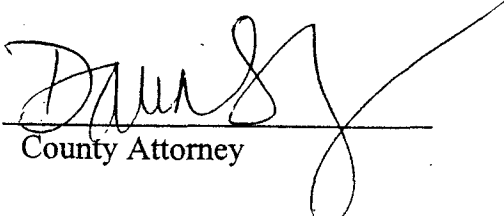
A. Hachmenty

The foregoing resolution was offered by Commissioner Masilotti who moved its adoption. The motion was seconded by Commissioner McCarty and upon being put to a vote, the vote was as follows:

| | |
|------------------|---------------|
| Warren H. Newell | <u>Absent</u> |
| Carol A. Roberts | <u>Aye</u> |
| Karen T. Marcus | <u>Aye</u> |
| Mary McCarty | <u>Aye</u> |
| Burt Aaronson | <u>Aye</u> |
| Tony Masilotti | <u>Aye</u> |
| Addie L. Greene | <u>Aye</u> |

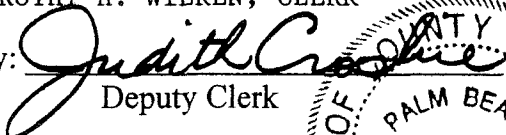
The Chairman thereupon declared the resolution duly passed and adopted this 9th day of January, 2001.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

DOROTHY H. WILKEN, CLERK

By: 
Deputy Clerk

