#### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

09/15/2021

Contract/Lease Control #: C19-2854-BCC

Procurement#:

<u>NA</u>

Contract/Lease Type:

<u>AGREEMENT</u>

Award To/Lessee:

SANTA ROSA, ESCAMBIA, OKALOOSA AND WALTON

**COUNTIES** 

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

10/01/2019

Expiration Date:

09/30/2024

Description of

Contract/Lease:

COST SHARE OF MEIDCAL EXAMINER SERVICES

Department:

**BCC** 

Department Monitor:

<u>HOFSTAD</u>

Monitor's Telephone #:

<u>850-689-7105</u>

Monitor's FAX # or E-mail: <u>JHOFSTAD@MYOKALOOSA.COM</u>

Closed:

Cc:

Finance Department Contracts & Grants Office

# FIRST ANNUAL AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, SANTA ROSA COUNTY, OKALOOSA COUNTY, AND WALTON COUNTY FOR COST SHARE OF MEDICAL EXAMINER SERVICES AND RELATED MATTERS

THIS FIRST ANNUAL AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment") is made and entered into by and between ESCAMBIA COUNTY ("ESCAMBIA"), SANTA ROSA COUNTY ("SANTA ROSA"), OKALOOSA COUNTY ("OKALOOSA"), and WALTON COUNTY ("WALTON") all of which are political subdivisions of the State of Florida. Collectively, ESCAMBIA, SANTA ROSA, OKALOOSA and WALTON shall be referred to as the "DISTRICT 1 COUNTIES."

#### WITNESSETH:

WHEREAS, in August 2019, the District 1 Counties entered an Interlocal Agreement between Escambia County, Santa Rosa County, Okaloosa County, and Walton County for Cost Share of Medical Examiner Services and Related Matters ("Agreement"); and

WHEREAS, Section 3(c) of the Agreement states that it will be amended annually by the District 1 Counties to incorporate their respective proposed budget for professional salaries and benefits, staff salaries and benefits, and operating costs for Medical Examiner services in the upcoming Fiscal Year;

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements contained in this First Amendment by and between the parties and for the mutual benefit of the parties, and their respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this First Amendment upon which the parties have relied.

CONTRACT: C19-2854-BCC SANTA ROSA, ESCAMBIA, OKALOOSA AND WALTON COUNTIES COST SHARE OF MEDICAL EXAMINER SERVICES EXPIRES: 09/30/2024 Section 2. Annual Amendment. Section 3 of the Agreement is amended as follows:

Exhibit A to this First Amendment contains the proposed budget of each of the (a)

District 1 Counties for professional salaries and benefits, staff salaries and

benefits, and operating costs for Medical Examiner services for Fiscal Year

2021-2022.

Each District 1 County shall pay semi-annually to Santa Rosa, as (b)

Administrative Coordinator, one-half of its approved DOMES budget within

seven days of October 1st and by April 1st of each Fiscal Year.

Approved DOMES budget amendments shall be paid within thirty days of (c)

billing.

Section 3. Except as modified by this First Amendment, the Agreement remains

unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First

Amendment on the respective dates with each signature:

ESCAMBIA COUNTY BOARD OF

COUNTY COMMISSIONERS

Date Executed

Robert Bender, Chairman

Attest

Robert Bender, Chairman

Attest

Robert Bender, Chairman

Attest

Robert Bender, Chairman

Attest

Approved as to Form

Approved as to Form Childers, Clerk of the Court

Alison P. Rogers, County Attorney

2

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	1
Robert Bender, Chairman	Date Signed
Attest:	
Pam Childers, Clerk of the Court	
Approved as to Form	
Alison P. Rogers, County Attorney	
Moved to po	ge <sup>2</sup>

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS		Rhalla
David C. Piech, Chairman	SECULT COURT	Date Signed
Attest:	SA COURT	
Donald C. Spencer, Clerk of the Court	elle.	
Approved as to Form		
Gregory T. Stewart, Interim County Atto		

OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS

P/7/2021

Date Signed

Attest

J. D. Peacock, Clerk of the Court

Approved as to Form:

9/07/2021

Lynn M. Hoshihara, County Attorney

Date Signed

WALTON COUNTY BOARD OF OMMISS! COUNTY COMMISSIONERS Chairman Attest: Alex Alford, Clerk of the Court

**Board Approved** 

SEP 1 4 2021

Walton County Board of County Commissioners

Interim County Attorney

#### ATTACHMENT "A"

#### BUDGET FOR MEDICAL EXAMINERS SERVICES FOR FISCAL YEAR 2020-2021

ESCAMBIA COUNTY BUDGET FY	2019/2020	2021/2022	OKALOOSA COUNTY BUDGET FY	2019/2020	2021/2022
PHYSICIAN SALARIES	\$437,250	\$675,750	PHYSICIAN SALARIES	\$206,250	\$329,000
PHYSICIAN COSTS	\$95,443	\$182,334	PHYSICIAN COSTS	\$45,021	\$104,191
EMPLOYEE SALARIES	\$395,809	\$614,957	EMPLOYEE SALARIES	\$186,702	\$351,404
EMPLOYEE COSTS	\$183,579	\$352,895	EMPLOYEE COSTS	\$86,594	\$201,654
CONTRACTED FEES	\$257,990	\$349,669	CONTRACTED FEES	\$121,693	\$231,035
OTHER OPERATING EXPENS	E \$102,962	\$221,186	OTHER OPERATING EXPENSE	\$61,350	\$126,392
CAPITAL OUTLAY	\$0	\$9,800	CAPITAL OUTLAY	\$0	\$5,600
ADMINISTRATION FEE	\$44,191	\$69,198	ADMINISTRATION FEE	\$20,928	\$40,478
TOTAL	\$1,517,224	\$2,375,789	TOTAL	\$718,538	\$1,389,754
	Difference	\$858,565		Difference	\$671,216
SANTA ROSA COUNTY BUDGET FY	2019/2020	2021/2022	WALTON COUNTY BUDGET FY	2019/2020	2021/2022
PHYSICIAN SALARIES	\$115,500	\$164,500	PHYSICIAN SALARIES	\$66,000	\$105,750
PHYSICIAN COSTS	\$25,211	\$52,095	PHYSICIAN COSTS	\$14,407	\$33,490
EMPLOYEE SALARIES	\$104,653	\$175,702	EMPLOYEE SALARIES	\$59,745	\$112,951
EMPLOYEE COSTS	\$48,493	\$100,827	EMPLOYEE COSTS	\$27,710	\$64,817
CONTRACTED FEES	\$68,148	\$98,454	CONTRACTED FEES	\$38,942	\$71,438
OTHER OPERATING EXPENS	E \$28,716	\$63,198	OTHER OPERATING EXPENS	\$20,032	\$40,626
CAPITAL OUTLAY	\$0	\$2,800	CAPITAL OUTLAY	\$0	\$1,800
ADMINISTRATION FEE	\$0	\$0	ADMINISTRATION FEE	\$6,805	\$12,928
TOTAL	\$390,621	\$657,574	TOTAL	\$233,641	\$443,799
	Difference	\$286,953		Difference	\$210,158
DISTRICT 1 MEDICAL EXAMI PROPOSED BUDGET FY	NER 2019/2021	2021/2022			
PHYSICIAN SALARIES	\$825,000	\$1,175,000			
PHYSICIAN COSTS	\$180,082	\$372,110			
EMPLOYEE SALARIES	<b>\$746,809</b>	\$1,255,015			
EMPLOYEE COSTS	\$346,376	\$720,193			
CONTRACTED FEES	\$486,773	\$750,696			
OTHER OPERATING EXPENS	SE \$203,060	\$451,400			
CAPITAL OUTLAY	\$0	\$20,000			
ADMINISTRATION FEE	\$71,924	\$122,602			
TOTAL	\$2,860,024	\$4,866,916	1		

# FIRST ANNUAL AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, SANTA ROSA COUNTY, OKALOOSA COUNTY, AND WALTON COUNTY FOR COST SHARE OF MEDICAL EXAMINER SERVICES AND RELATED MATTERS

THIS FIRST ANNUAL AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment") is made and entered into by and between ESCAMBIA COUNTY ("ESCAMBIA"), SANTA ROSA COUNTY ("SANTA ROSA"), OKALOOSA COUNTY ("OKALOOSA"), and WALTON COUNTY ("WALTON") all of which are political subdivisions of the State of Florida. Collectively, ESCAMBIA, SANTA ROSA, OKALOOSA and WALTON shall be referred to as the "DISTRICT 1 COUNTIES."

#### WITNESSETH:

WHEREAS, in August 2019, the District 1 Counties entered an Interlocal Agreement between Escambia County, Santa Rosa County, Okaloosa County, and Walton County for Cost Share of Medical Examiner Services and Related Matters ("Agreement"); and

WHEREAS, Section 3(c) of the Agreement states that it will be amended annually by the District 1 Counties to incorporate their respective proposed budget for professional salaries and benefits, staff salaries and benefits, and operating costs for Medical Examiner services in the upcoming Fiscal Year;

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements contained in this First Amendment by and between the parties and for the mutual benefit of the parties, and their respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this First Amendment upon which the parties have relied.

CONTRACT #: C19-2854-BCC SANTA ROSA, ESCAMBIA, OKALOOSA AND WALTON COUNTIES COST SHARE OF MEDICAL EXAMINER SERVICES EXPIRS: 09/30/2024 Section 2. Annual Amendment. Section 3 of the Agreement is amended as follows:

- (a) Exhibit A to this First Amendment contains the proposed budget of each of the District 1 Counties for professional salaries and benefits, staff salaries and benefits, and operating costs for Medical Examiner services for Fiscal Year 2021-2022.
- (b) Each District 1 County shall pay semi-annually to Santa Rosa, as Administrative Coordinator, one-half of its approved DOMES budget within seven days of October 1st and by April 1st of each Fiscal Year.
- (c) Approved DOMES budget amendments shall be paid within thirty days of billing.

**Section 3.** Except as modified by this First Amendment, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates with each signature:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Carolyn NK etchel Chairman

9/7/2021

Date Signed

Attests

J. D. Peacock, Clerk of the Court

9/07/2021

Date Signed

Approved as to Form:

Lynn M. Hoshihara, County Attorney

9/07/2021

Date Signed

#### ATTACHMENT "A"

#### BUDGET FOR MEDICAL EXAMINERS SERVICES FOR FISCAL YEAR 2021-2022

### DOMES BUDGET PROPOSAL

# FISCAL YEAR 2021-2022 DISTRICT ONE MEDICAL EXAMINER ESCAMBIA COUNTY

Escambia \* Santa Rosa \* Okaloosa \* Walton

# OFFICE OF THE MEDICAL EXAMINER DISTRICT ONE, FLORIDA

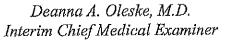
#### MISSION STATEMENT

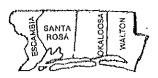
The mission that incorporates the obligation of the Medical Examiner's Office, District One, Florida has been established as follows:

- Investigate thoroughly and professionally the cause, manner, circumstance, and mechanism of death in those death cases defined under the Florida Statute, Chapter 406 and according to recommendations provided under the Administrative Procedures Act, Rule Chapter 11G.
- Provide credible, objective, truthful, and scientifically sound medicolegal testimony.
- Provide statistical data to State and public agencies as requested.
- Educate and train medicolegal experts.
- Treat bereaved families with respect, sensitivity, and consideration. Provide families and loved ones of decedents with timely reports and explanations.
- Render courteous and professional service to public and private agencies and to the public in general.



# OFFICE OF THE MEDICAL EXAMINER DISTRICT ONE, FLORIDA





#### FISCAL YEAR 2021/2022 PROPOSED BUDGET

Pursuant to Florida Statute 406.08(1), "The district medical examiner shall submit an annual budget to the board of county commissioners." Last fiscal year (FY), and again this FY, a determination of each county's percentage apportionment has been made on the analysis of the first 6 months caseload from the current FY 2020/2021. The ongoing pandemic has been detrimental not only to our daily workload, but our ability to buy supplies at a reasonable price or at all; the price increase for our supplies has increased anywhere from 50 to 200%.

The FY 2021/2022 proposed budget provides for twenty-three (23) full-time Non-Physician Staff members (increase from nineteen (19)). The proposed budget also provides for the same previously budgeted three (3) full-time Physician Staff members with a request for an additional Physician for a total of four (4). According to Florida Administrative Code 11G, Florida Medical Examiner Practice Guidelines, Article 27(2), each associate medical examiner should do no more than 225 autopsies, plus or minus 50; annually. In FY 2019/2020 District One conducted 681 postmortem examinations and a total of 1,105 formal death investigations. For FY 2020/2021 (October 1, 2020 to March 31, 2021), District One has performed 553 postmortem examinations, and we anticipate for the entire FY 2020/2021 year that District One will perform a record total of 1,106 postmortem examinations, and formally investigate approximately 1,445 deaths.

For the upcoming FY 2021/2022 we project that District One will exceed 1,385 postmortem examinations and conduct over 1,810 formal death investigations. As indicated by rule and contract obligations, there is an immediate need for a 4<sup>th</sup> or even 5<sup>th</sup> full-time physician (the remaining anticipated workload equals 0.7 FTE). The salary for a 4<sup>th</sup> physician has been budgeted in FY 2021/2022. Not included in the budget is a 5<sup>th</sup> physician, locums fees and overages. The current office space in the basement of Sacred Heart is less than 1500 SF and insufficient office space to hire a 4<sup>th</sup> physician or additional support staff. In an effort to be frugal with the counties money regarding a larger office space, a decision was made to move the administration office off the hospital campus (\$23 SF to \$18 SF).

Capitol requests in this budget proposal include one (1) microscope with objectives and camera for the 4<sup>th</sup> physician. This piece of equipment is considered essential and amongst standard

practice when hiring a new forensic pathologist. Since many avenues of federal reimbursement funds are available, and a microscope is considered equipment needed to address COVID-19, I ask that the counties consider being pro-active instead of reactive and allow for the purchase of two (2) microscopes for use by visiting locums physicians and in preparation for an inevitable 5<sup>th</sup> physician.

Laptops and related technological equipment that are needed for proper mass disaster response during natural catastrophic events like hurricanes have been budgeted for in FY 2021/2022. The Medical Examiner's Office updated only ½ of the computer equipment last fiscal year, and these new computers do not interface with the original 15-year-old computers.

Finally, the District One Medical Examiner's Office is strongly committed to working with the four counties to better serve the interests of the public health and safety.

Sincerely,

Deanna A. Oleske, M.D.

Interim Chief Medical Examiner

Ram Addu MD.

District 1, Pensacola, FL

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ESCAMBIA COUNTY BUDGET FY	2019/2020	2021/2022		OKALOOSA COUNTY BUDGET FY	2019/2020	2021/2022
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EMPLOYEE SALARIES	\$395,809	\$614,957		EMPLOYEE SALARIES	\$186,702	\$351,404
EMPLOYEE COSTS	\$183,579	\$352,895		EMPLOYEE COSTS	\$86,594	\$201,654
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OTHER OPERATING EXPENSE	\$102,962	\$221,186		OTHER OPERATING EXPENS	£ \$51,350	\$120,392
CAPITAL OUTLAY	\$0	\$9,800		CAPITAL OUTLAY	\$0	\$5,600
ADMINISTRATION FEE	\$44,191	\$69,198		ADMINISTRATION FEE	\$20,928	\$40,478
TOTAL	\$4 547 22A	\$2,375,789	•	TOTAL .	\$718,538	\$1,389,754
TOTAL				TV I I I	:	
	Difference	\$858,565			Difference	\$671,216
SANTA ROSA COUNTY BUDGET FY	2019/2020	2021/2022		WALTON COUNTY BUDGET FY	2019/2020	2021/2022
PHYSICIAN SALARIES	\$115,500	\$164,500		PHYSICIAN SALARIES	\$66,000	\$105,750
PHYSICIAN COSTS	\$25,211	\$52,095		PHYSICIAN COSTS	\$14,407	\$33,490
EMPLOYEE SALARIES	\$104,553	\$175,702		EMPLOYEE SALARIES	\$59,745	\$112,951
EMPLOYEE COSTS	\$48,493	\$100,827		EMPLOYEE COSTS	\$27,710	\$64,81 <b>7</b>
CONTRACTED FEES	\$68,148	\$98,454		CONTRACTED FEES	\$38,942	\$71,438
OTHER OPERATING EXPENS	E \$28,716	\$63,196		OTHER OPERATING EXPENS	\$20,032	\$40,626
CAPITAL OUTLAY	\$0	\$2,800		CAPITAL OUTLAY	\$0	\$1,800
ADMINISTRATION FEE	\$0	\$0		ADMINISTRATION FEE	\$6,805	\$12,926
TOTAL	\$390,621	\$657,574		TOTAL	\$233,641	\$443,799
IVIAL				a w 17 554		0.000
	Difference	\$266,953			Difference	\$210,158
DISTRICT 1 MEDICAL EXAMI PROPOSED BUDGET FY	NER 2019/2021	2021/2022		•		
PHYSICIAN SALARIES	\$825,000	\$1,175,000				
PHYSICIAN COSTS	\$180,082	\$372,110				

\$746,809 \$1,255,015

\$346,376 \$720,193

\$750,596

\$451,400

\$20,000

\$486,773

\$0

\$71,924 \$122,602

\$2,860,024 \$4,866,916

TOTAL

**EMPLOYEE SALARIES** 

OTHER OPERATING EXPENSE \$203,060

EMPLOYEE COSTS
CONTRACTED FEES

CAPITAL OUTLAY

ADMINISTRATION FEE

ESCAMBIA COUNTY BUDGET FY	2019/2020	2021/2022
PHYSICIAN SALARIES	\$437,250	\$575,750
PHYSICIAN COSTS	\$95,443	\$182,334
EMPLOYEE SALARIES	\$395,809	\$614,957
EMPLOYEE COSTS	\$183,579	\$352,895
CONTRACTED FEES	\$257,990	\$349,669
OTHER OPERATING EXPENSE	\$102,962	\$221,186
CAPITAL OUTLAY	\$0	\$9,800
ADMINISTRATION FEE	\$44,191	\$69,198
		40 cms 800
TOTAL	\$1,517,224	\$2,375,789
	Difference	\$858,565

**DOMES** 

#### CASE VOLUME PERCENTAGES BY COUNTY

(6 month case load multiplied by 2)

OCT 2020 - MAR 2021	Escambia	Santa Rosa	Okaloosa	Walton	Total
MLA Cases	454	136	266	82	938
MLO Cases	92	14	42	20	168
Total	546	150	308	102	1106
4-WAY SPLIT					
Percentages	49	14	28	9	
MLI(X) Cases	200	26	98	15	339
GRÀND TOTAL	746	176	406	117	1445
•					•
CASE VOLUME PERCEN				·	, .
(BASED ON ACTUAL CA		6 INCREASE)			
PROJECTED 2021/2022	Escambia	Santa Rosa	Okaloosa	Walton	Total
MLA Cases	568	170	333	103	1173
MLO Cases	115	18	. 53	25	210
Total -	683	188	385	128	1383
4-WAY SPLIT					
Percentages	49	14	28	9	
MLI(X) Cases	250	33	123	19	424
GRÀND TOTAL	933	220	508	146	1806

#### SALARIES

#### Positions:

DOMES

4-Way	Gross	Escambia	Santa Rosa	Okaloosa	Walton
Dir of Ops	\$165,000	\$80,850	\$23,100	\$46,200	\$14,850
Office Manager	\$74,200	\$36,358	\$10,388	\$20,776	<b>\$6,678</b>
Investigations Supervisor	\$60,420	\$29,606	\$8,459	\$16,918	\$5,438
Morgue Supervisor	\$61,500	\$30,135	\$8,610	\$17,220	\$5,535
Operations Manager	\$57,903	\$28,372	\$8,106	\$16,213	\$5,211
Forensic Specialist	\$45,459	\$22,275	\$6,364	\$12,729	\$4,091
Forenslo Specialist	\$40,936	\$20,059	\$5,731	\$11,462	\$3,684
Forensic Specialist	\$39,000	\$19,110	\$5,460	\$10,920	\$3,510
Forensic Specialist	\$39,000	\$19,110	\$5,460	\$10,920	\$3,510
Forensic Photographer	\$65,000	\$31,850	\$9,100	\$18,200	\$5,850
Investigator	\$45,459	\$22,275	\$6,364	\$12,729	\$4,091
Investigator	\$44,096	\$21,607	\$6,173	\$12,347	\$3,969
Investigator	\$48,096	\$23,567	\$6,733	\$13,467	\$4,329
Investigator	\$39,000	\$19,110	\$5,460	\$10,920	\$3,510
Investigator	\$39,000	\$19,110	\$5,460	\$10,920	\$3,510
Investigator	\$44,096	\$21,607	\$6,173	\$12,347	\$3,969
Investigator	\$39,000	\$19,110	\$5,460	\$10,920	\$3,510
Investigative Asst.	\$32,500	\$15,925	\$4,550	\$9,100	\$2,925
Transcription	\$44,350	\$21,732	\$6,209	\$12,418	\$3,992
Transcription	\$35,360	\$17,326	\$4,950	\$9,901	\$3,182
Records	\$42,930	\$21,036	\$6,010	\$12,020	\$3,864
Receptionist	\$34,238	\$16,777	\$4,793	\$9,587	\$3,081
Executive Assistant	\$60,000	\$29,400	\$8,400	\$16,800	\$5,400
Overtime	\$35,000	\$17,150	\$4,900	\$9,800	\$3,150
On-Call Pay	\$23,472	\$11,501	\$3,286	\$6,572	\$2,112
SUB-TOTAL	\$1,255,015	\$614,957	\$175,702	\$351,404	\$112,951

401-K

#### Positions:

4-Way	Gross	Escambla	Santa Rosa	Okaloosa	Walton
Dir of Ops	\$24,750	\$12,128	\$3,465	\$6,930	\$2,228
Office Manager	\$11,130	\$5,454	\$1,558	\$3,116	\$1,002
Investigations Supervisor	\$9,063	<b>\$4,44</b> 1	\$1,269	\$2,538	\$816
Morgue Supervisor	\$9,225	\$4,520	\$1,292	\$2,583	\$830
Operations Manager	\$8,685	\$4,256	\$1,216	\$2,432	\$782
Forensic Specialist	\$6,819	\$3,341	\$955	\$1,909	\$614
Forensic Specialist	\$6,140	\$3,009	\$860	\$1,719	\$553
Forensic Specialist	\$5,850	\$2,867	\$819	\$1,638	\$527
Forensic Specialist	\$5,850	\$2,867	\$819	\$1,638	\$527
Forensic Photographer	\$9,750	\$4,778	\$1,365	\$2,730	\$878
Investigator	\$6,819	\$3,341	\$955	\$1,909	\$614
Investigator	\$6,614	\$3,241	\$926	\$1,852	\$595
Investigator	\$6,614	\$3,241	\$926	\$1,852	\$595
Investigator	\$7,214	\$3,535	\$1,010	\$2,020	\$649
Investigator	\$6,614	\$3,241	\$926	\$1,852	\$595
Investigator	\$6,614	\$3,241	\$926	\$1,852	\$595
Investigator	\$5,850	\$2,867	\$819	\$1,638	\$527
Investigative Asst.	\$4,875	\$2,389	\$683	\$1,365	\$439
Transcription	\$6,653	\$3,260	\$931	\$1,863	\$599
Transcription	\$5,304	\$2,599	\$743	\$1,485	\$477
Records	\$6,440	\$3,155	\$902	\$1,803	\$580
Receptionist	\$5,136	\$2,516	\$719	\$1,438	\$462
Executive Assistant	\$9,000	\$4,410	\$1,260	\$2,520	\$810
SUB-TOTAL	\$181,010	\$88,695	\$25,341	\$50,683	\$16,291

HEALTH INSURANCE 25,134/employee/year Positions:

4∝Way	Gross	Escambla	Santa Rosa	Okaloosa	Walton
Dir of Ops	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Office Manager	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Investigations Supervisor	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Morgue Supervisor	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Operations Manager	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Forensic Specialist	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
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Forensic Specialist	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Forensic Photographer	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Investigator	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Investigator	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Investigator	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Investigator	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Investigator	\$25,134	\$12,316	\$3,519	\$7,038	\$2,262
Investigator	\$0	\$0	\$0	\$0	\$0
Investigator	\$0	\$0	\$0	\$0	\$0
Investigative Asst.	\$0	\$0	<b>\$</b> 0	\$0	\$0
Transcription	\$0	\$0	\$0	\$0	\$0
Transcription	\$0	<b>\$</b> 0	\$0	\$0	\$0
Records	\$0	<b>\$</b> 0	\$0	\$0	\$0
Receptionist	\$0	\$0	\$0	<b>\$</b> 0	\$0
Executive Assistant	\$0	\$0	<b>\$</b> 0	\$0	\$0
SUB-TOTAL	\$377,010	\$184,735	\$52,781	\$105,563	\$33,931

LANDRUM COSTS
FICA/Unemployment/Worker's Comp
Positions:

4-Way	Gross	Escambla	Santa Rosa	Okaloosa	Walton
Dir of Ops	\$16,787	\$8,226	\$2,350	\$4,700	\$1,511
Office Manager	\$8,306	\$4,070	\$1,163	\$2,326	\$748
Investigations Supervisor	\$7,019	\$3,439	\$983	\$1,965	\$632
Morgue Supervisor	\$7,120	\$3,489	\$997	\$1,994	\$641
Operations Manager	\$6,784	\$3,324	\$950	\$1,900	\$611
Forensic Specialist	\$5,622	\$2,755	\$787	\$1,574	\$506
Forensic Specialist	\$5,199	\$2,548	\$728	\$1,456	\$468
Forensic Specialist	\$5,019	\$2,459	\$703	\$1,405	\$452
Forensic Specialist	\$5,019	\$2,459	\$703	\$1,405	\$452
Forensic Photographer	\$7,447	\$3,649	\$1,043	\$2,085	\$670
Investigator	\$5,019	\$2,459	\$703	\$1,405	\$452
Investigator	\$5,622	\$2,755	\$787	\$1,574	\$506
Investigator	\$5,495	\$2,692	\$769	\$1,538	\$495
Investigator	\$5,868	\$2,875	\$822	\$1,643	\$528
Investigator	\$5,019	\$2,459	\$703	\$1,405	\$452
Investigator	\$5,495	\$2,692	\$769	\$1,538	\$495
Investigator	\$5,019	\$2,459	\$703	\$1,405	\$452
Investigative Asst.	\$4,412	\$2,162	\$618	\$1,235	\$397
Transcription	\$5,386	\$2,639	\$754	\$1,508	\$485
Transcription	\$4,574	\$2,241	\$640	\$1,281	\$412
Records	\$4,679	\$2,293	\$655	\$1,310	\$421
Receptionist	\$5,518	\$2,704	\$773	\$1,545	\$497
Executive Assistant	\$6,980	\$3,420	\$977	\$1,954	\$628
SUB-TOTAL	\$143,405	\$70,269	\$20,077	\$40,153	\$12,906

#### ADMINISTRATION FEES

\$816/employee/year
Positions:

4-Way	Gross	Escambia	Santa Rosa	Okaloosa	Walton
Dir of Ops	\$816	\$400	\$114	\$228	\$73
Office Manager	\$816	\$400	\$114	\$228	\$73
Investigations Supervisor	\$816	\$400	\$114	\$228	\$73
Morgue Supervisor	\$816	\$400	\$114	\$228	\$73
Operations Manager	\$816	\$400	\$114	\$228	\$73
Forensic Specialist	\$816	\$400	\$114	\$228	\$73
Forensic Specialist	\$816	\$400	\$114	\$228	\$73
Forensic Specialist	\$816	\$400	\$114	\$228	\$73
Forensic Specialist	\$816	\$400	\$114	\$228	\$73
Forensic Photographer	\$816	\$400	\$114	\$228	\$73
Investigator	\$816	\$400	\$114	\$228	\$73
Investigator	\$816	\$400	\$114	\$228	\$73
Investigator	\$816	\$400	\$114	\$228	\$73
Investigator	\$816	\$400	\$114	\$228	\$73
Investigator	\$816	\$400	\$114	\$228	\$73
Investigator	\$816	\$400	<b>\$114</b>	\$228	\$73
Investigator	\$816	\$400	\$114	\$228	\$73
Investigative Asst.	\$816	\$400	\$114	\$228	\$73
Transcription	\$816	\$400	\$114	. \$228	\$73
Transcription	\$816	\$400	\$114	\$228	\$73
Records	\$816	\$400	\$114	\$228	\$73
Receptionist	\$816	\$400	\$114	\$228	\$73
Executive Assistant	\$816	\$400	\$114	\$228	<b>\$7</b> 3
SUB-TOTAL	\$18,768	\$9,196	\$2,628	\$5,255	\$1,689

#### PHYSICIAN SALARIES

4-WAY	Gross	Escambia	Santa Rosa	Okaloosa	Walton
Salaries	\$1,175,000	\$575,750	\$164,500	\$329,000	\$105,750
401K	\$198,750	\$97,388	\$27,825	\$55,650	\$17,888
Insurance	\$100,536	\$49,263	\$14,075	\$28,150	\$9,048
Costs	\$69,560	\$34,084	\$9,738	\$19,477	\$6,260
Admin Fees	\$3,264	\$1,599	\$457	\$914	\$294
SUB-TOTAL	\$1,547,110	\$758,084	\$216,595	\$433,191	\$139,240
Proposed Salaries	Chief ME	\$375,000			
•	Deputy Chief	\$300,000			
	Associate ME	\$250,000			
	Associate ME	\$250,000			

# ESCAMBIA COUNTY CONTRACT FEES

		Case	Number		Grand
	Fee	Туре	of Cases	Total	Total
Toxicology:					
TOMOGRAPH.	\$226.00	MLA/MLO/MLI	546		\$123,396
Histology:					
**	\$8.00	MLA	500		\$4,000
Consultations:					
Anthropolgy	\$500.00		5	\$2,500	
Neurology	\$500.00		5	\$2,500	
DNA, Genetic	\$1,000.00		10	\$10,000	
Microbiology	(Variable)			\$2,000	\$17,000
Removal Service:					
	\$185.00	MLA	568	\$105,080	
		MLO	115	\$21,275	
		MLI	83	\$15,355	\$141,710
X-Rays:					
•	\$0.00		25		\$0
Office Lease					\$63,563
TOTAL:					\$349,669

# ESCAMBIA COUNTY OTHER OPERATING EXPENSES

Vehicle Related	(4 way county split)	\$20,580
Copy Machines	(4 way county split)	\$2,450
Computer/Networking	(4 way county split)	\$29,400
Office Supplies	(4 way county split)	\$12,250
Morgue/Investigative Supplies	(4 way county split)	\$30,625
Body Bags	(4 way county split)	\$22,050
Insurance	(4 way county split)	\$24,990
Cellular Phones	(4 way county split)	\$8,820
Cleaning	(4 way county split)	\$980
Equipment Repairs/Maintenance	(4 way county split)	\$1,470
Printing	(4 way county split)	\$196
Photography	(4 way county split)	\$18,130
Accounting	(4 way county split)	\$3,430
Postage/Shipping	(4 way county split)	\$1,470
Education/Relocation/Recruitment	(4 way county split)	\$34,300
Dues/Memberships/Licenses/Permits	(4 way county split)	\$3,920
Uniforms	(4 way county split)	\$3,675
Legal Fees	(4 way county split)	\$2,450
TOTAL:		\$221,186

#### SANTA ROSA COUNTY CONTRACT FEES

	Fee	Case Type	Number Of Cases	Total	Grand Total
Toxicology:					
ioxidelegy.	\$226.00	MLA/MLO/MLI	150		\$33,900
Histology:					
	\$8.00	MLA	136		\$1,088
Consultations:					
Anthropology	\$500.00		3	\$1,500	
Neurology	\$500.00		3	\$1,500	
DNA, Genetic	\$1,000.00		3	\$3,000	4.5.465
Microbiology	(Variable)		•	\$500	\$6,500
Removal Service:					
	\$195.00	MLA	170	\$33,150	
		MLO	18	\$3,510	
		MLI	11	\$2,145	\$38,805
X-Rays:					
	\$0.00		10	\$0	\$0
Office Lease					\$18,161
TOTAL:					\$98,454

#### SANTA ROSA COUNTY OTHER OPERATING EXPENSES

TOTAL:		\$63,196
Legal Fees	(4 way county split)	\$700
Uniforms	(4 way county split)	\$1,050
Dues/Memberships/Licenses/Permits	(4 way county split)	\$1,120
Education/Relocation/Recruitment	(4 way county split)	\$9,800
Postage/Shipping	(4 way county split)	\$420
Accounting	(4 way county split)	\$980
Photography .	(4 way county split)	\$5,180
Printing	(4 way county split)	\$56
Equipment Repairs/Maintenance	(4 way county split)	\$420
Cleaning	(4 way county split)	\$280
Cellular Phones	(4 way county split)	\$2,520
Insurance	(4 way county split)	\$7,140
Body Bags	(4 way county split)	\$6,300
Morgue/Investigative Supplies	(4 way county split)	\$8,750
Office Supplies	(4 way county split)	\$3,500
Computer/Networking	(4 way county split)	\$8,400
Copy Machines	(4 way county split)	\$700
Vehicle Related	(4 way county split)	\$5,880

#### OKALOOSA COUNTY CONTRACT FEES

	Fee	Case Type	Number of Cases	Total	Grand Total
Toxicology:					
	\$226.00	MLA/MLO/MLI	385		\$87,010
Histology:					00.100
	\$8.00	MLA	266		\$2,128
Consultations					
Anthropology	\$500.00		4	\$2,000	
Neurology	\$500.00		4	\$2,000	
DNA, Genetic	\$1,000.00		5	\$5,000	AA = 44
Microbiology	(Variable)			\$500	\$9,500
Removal Service:					
	\$225.00	MLA	333	\$74,925	
	·	MLO	53	\$11, <del>9</del> 25	
		MLI	41	\$9,225	\$96,075
X-Rays	\$0.00		15	\$0	\$0
Office Lease					\$36,322
TOTAL:					\$231,035

# OKALOOSA COUNTY OTHER OPERATING EXPENSES

Vehicle Related	(4 way county spllt)	\$11,760
Copy Machines	(4 way county split)	\$1,400
Computer/Networking	(4 way county split)	\$16,800
Office Supplies	(4 way county split)	\$7,000
Morgue/Investigative Supplies	(4 way county split)	\$17,500
Body Bags	(4 way county split)	\$12,600
Insurance	(4 way county split)	\$14,280
Cellular Phones	(4 way county split)	\$5,040
Cleaning	(4 way county split)	\$560
Equipment Repairs/Maintenance	(4 way county split)	\$840
Printing	(4 way county split)	\$112
Photography	(4 way county split)	\$10,360
Accounting	(4 way county split)	\$1,960
Postage/Shipping	(4 way county split)	\$840
Education/Relocation/Recruitment	(4 way county split)	\$19,600
Dues/Memberships/Licenses/Permits	(4 way county split)	\$2,240
Uniforms	(4 way county split)	\$2,100
Legal Fees	(4 way county split)	\$1,400
TOTAL:		\$126,392

# WALTON COUNTY CONTRACT FEES

	Fee	Case Type	Number of Cases	Total	Grand Total
	1.66	1 4 1 6	UI Casos	TUIAI	Total
Toxicology:					
<b>57</b>	\$226.00	MLA/MLO/MLI	102		\$23,052
Histology:					
	\$8.00	MLA	90		\$722
Consultations:					
Anthropology	\$500.00		2	\$1,000	
Neurology	\$500.00		2	\$1,000	
DNA, Genetic	\$1,000.00		2	\$2,000	
Microbiology	(Variable)			\$500	\$4,500
Damasal Damilan					
Removal Service:	ቀሳሳደ ሰላ	NAL A	400	<u></u> የዕፈ ባለ።	
	\$235,00	MLA	103	\$24,205	
		MLO	25	\$5,875	ተስፈ ለበበ
V D		MLI	6	\$1,410	\$31,490
X-Rays	<b>ድ</b> ለ ለስ		5	ድዕ	¢Λ
	\$0.00		Ð	\$O	\$0
Office Lease					\$11,675
TOTAL:					\$71,438

# WALTON COUNTY OTHER OPERATING EXPENSES

Vehicle Related	(4 way county split)	\$3,780
Copy Machines	(4 way county split)	\$450
Computer/Networking	(4 way county split)	\$5,400
Office Supplies	(4 way county split)	\$2,250
Morgue/Investigative Supplies	(4 way county split)	\$5,625
Body Bags	(4 way county split)	\$4,050
Insurance	(4 way county split)	\$4,590
Cellular Phones	(4 way county split)	\$1,620
Cleaning	(4 way county split)	\$180
Equipment Repairs/Maintenance	(4 way county split)	\$270
Printing	(4 way county split)	\$36
Photography	(4 way county split)	\$3,330
Accounting	(4 way county split)	\$630
Postage/Shipping	(4 way county split)	\$270
Education/Relocation/Recruitment	(4 way county split)	\$6,300
Dues/Membershlps/Licenses/Permits	(4 way county split)	\$720
Uniforms	(4 way county split)	\$675
Legal Fees	(4 way county split)	\$450
TOTAL:		\$40,626

#### **CAPITAL REQUEST**

TOTAL:	20000	9800	2800	5600	1800
(1) Microscope with Camera Microscope for added Physician	20000	9000	2000		,
743 5 41	20000	Escambla 9800	Santa Rosa 2800	Okaloosa 5600	1800

# 3-Year Caseload Summary

	2017/2018	2018/2019	2019/2020
Autopsies	490	487	615
Observations	66	75	66
Investigations	615	499	490
Total			
3-Year Case Volume Percentages			
-	2017/2018	2018/2019	2019/2020
Escambia	45%	48%	53%
Santa Rosa	18%	14%	14%
Okaloosa	29%	29%	25%
Walton	8%	9%	8%

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# **BOARD OF COUNTY COMMISSIONERS** AGENDA REQUEST

DATE:

September 7, 2021

TO:

Honorable Chairman and Distinguished Members of the Board

FROM:

Craig Coffey

**SUBJECT:** 

Consideration of the First Amendment to the Interlocal Agreement for

DOMES

DEPARTMENT:

County Administrator

**BCC DISTRICT:** 

STATEMENT OF ISSUE: From time to time, the Medical Examiner's Office has experienced cash flow issues related to their annual budget, and intermittent payment lags from participating counties. Currently, these payments are received and flow through Santa Rosa County for the payment of Medical Examiner expenses, at times leaving Santa Rosa County with fronting these funds. To avoid that situation in the future, larger advance payments are proposed through this interlocal agreement amendment.

BACKGROUND: Okaloosa is a member of the four-county group, District One Medical Examiner Services (DOMES), working together for the provision of these services for many stakeholders. The amendment provides for the payment of 50% of the DOMES budget immediately after October 1st and 50% by April 1st. Approved budget amendments would be paid within 30 days after billing.

FUNDING SOURCE, (If Applicable): N/A (No Cost - Accelerates payments only)

**OPTIONS:** Approve/Disapprove/Modify/Postpone

**RECOMMENDATIONS:** Recommend Approval of the First Amendment to the DOME's

Interlocal Agreement.

RECOMMENDED BY:

9/1/2021

APPROVED BY:

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>09/11/2019</u>

Contract/Lease Control #: <u>C19-2854-BCC</u>

Procurement#: NA

Contract/Lease Type: <u>AGREEMENT</u>

Award To/Lessee: SANTA ROSA, ESCAMBIA, OKALOOSA AND WALTON

**COUNTIES** 

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>10/01/2019</u>

Expiration Date: 09/30-2024

Description of

Contract/Lease: COST SHARE OF MEDICAL EXAMINER SERVICES

Department: <u>BCC</u>

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

# INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, SANTA ROSA COUNTY, OKALOOSA COUNTY, AND WALTON COUNTY FOR COST SHARE OF MEDICAL EXAMINER SERVICES AND RELATED MATTERS

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between ESCAMBIA COUNTY ("ESCAMBIA"), SANTA ROSA COUNTY ("SANTA ROSA"), OKALOOSA COUNTY ("OKALOOSA"), and WALTON COUNTY ("WALTON") all of which are political subdivisions of the State of Florida. Collectively, ESCAMBIA, SANTA ROSA, OKALOOSA and WALTON shall be referred to as the "DISTRICT 1 COUNTIES."

#### WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes (2018), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, ESCAMBIA, SANTA ROSA, OKALOOSA and WALTON are "public agencies" within the meaning of Chapter 163, Florida Statutes, Intergovernmental Program, Part I, Section 163.01, the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, Florida Medical Examiner District 1 consists of ESCAMBIA, SANTA ROSA, OKALOOSA and WALTON; and

WHEREAS, the Medical Examiner for District 1 has resigned effective September 30, 2019 and has indicated that she will be closing her accounts prior to the effective date of her termination; and

WHEREAS, the process for the selection of a successor Medical Examiner is ongoing and that process may not be completed prior to the September 30, 2019 termination date; and

WHEREAS, the DISTRICT 1 COUNTIES desire to enter into an Agreement to create a mechanism for the processing of payments for the Medical Examiner's professional salaries and benefits, staffing salary and benefits and operational costs of the Medical

CONTRACT: C19-2854-BCC
SANTA ROSA, ESCAMBIA, OKALOOSA &
WALTON COUNTIES
COST SHARE OF MEDICIAL EXAMINER SVS
EXPIRES: 09/30/2024

Examiner's Office in accordance with Chapter 406, Florida Statutes (2018) for the remainder of the current fiscal year and for subsequent fiscal years; and

WHEREAS, the DISTRICT 1 COUNTIES believe that the most efficient operation would consist of designating one COUNTY as the Administrative Coordinator for the program, and the parties agree that SANTA ROSA should service in that capacity; and

WHEREAS, the DISTRICT 1 COUNTIES collectively have agreed upon an allocation of professional salaries and benefits, employee salaries and benefits, and operating costs based upon the respective adopted budgets for the remainder of fiscal year 2018-2019; and

WHEREAS, the DISTRICT 1 COUNTIES are in the process of approving their respective budgets for Fiscal Year 2019-2020, which will include projected funding for professional salaries and benefits, employee salaries and benefits and operating costs of the Medical Examiner's Office for the upcoming Fiscal Year and the proposed budget for Medical Examiner services is attached as Attachment "A"; and

WHEREAS, the DISTRICT 1 COUNTIES find that it is to the public benefit and in the public interest to enter into this Agreement.

**NOW, THEREFORE,** for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefit of the parties, and their respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose and Intent. It is the purpose and intent of the COUNTIES to this Agreement to provide for the joint funding of professional salaries and benefits, employee 1 Medical for the District benefits operating costs salaries and and Examiner's Office in accordance with Chapter 406, Florida Statutes (2018), as this statute may be amended from time to time and to provide a mechanism for the processing of those payments.

# Section 3. DISTRICT 1 COUNTIES' Responsibilities.

- Gulf Coast Autopsy Physicians, P.A. ("GCAP"), the corporation of the current Medical Examiner reflecting amounts due for the month of August 2019. Each DISTRICT 1 COUNTY shall timely pay the amounts due from for the period of August 2019 to GCAP. Within ten (10) days of the effective date of this Agreement, each DISTRICT 1 COUNTY shall pay to SANTA ROSA, as Administrative Coordinator, its share of the annual budget for the funding of all costs related to the costs of the Medical Examiner's Office for the month of September, 2019 as set forth on Attachment "A". Additionally, each COUNTY shall pay any additional costs due that have been invoiced to that COUNTY but not paid for any costs related to Medical Examiner services for Fiscal Year 2018-2019.
- (b) FISCAL YEAR 2019-2020. On a date at least ten (10) days prior to the beginning of each quarter of Fiscal Year 2019-2020 (Quarter dates begin on October 1, January 1, April 1 and July 1), as long as this Agreement in effect, each of the DISTRICT 1 COUNTIES shall pay to SANTA ROSA, as Administrative Coordinator, one quarter of its approved budget for professional salaries and benefits; staff salaries and benefits and operating costs for the Medical Examiner's Office during Fiscal Year 2019-2020.
- effect, for subsequent Fiscal Years, this Agreement shall be amended annually by the DISTRICT 1 COUNTIES to incorporate their respective proposed budget for professional salaries and benefits, staff salary and benefits, and operating costs for Medical Examiner services in that upcoming Fiscal Year. The COUNTIES shall arrive at a recommended budget for the Medical Examiner services during that subsequent Fiscal Year and an apportionment methodology to equitably allocate that amounts to the DISTRICT 1 COUNTIES. The COUNTIES shall determine the proposed budget and apportionment methodology through the non-profit corporate entity created by SANTA ROSA pursuant to this Agreement, subject to the approval of each COUNTIES' Board of County Commissioners through the incorporation of those amounts into its approved budget. Following each annual amendment and ten days prior to the beginning of each quarter of the Fiscal Year (Quarter dates begin October 1, January 1, April 1 and July 1) each DISTRICT 1 COUNTY shall pay in advance to SANTA ROSA as Administrative Coordinator, one

quarter of its approved budget for professional salaries and benefits; staff salaries and benefits and operating costs.

- (d) ADMINISTRATIVE CHARGE. In addition to any amounts paid to SANTA ROSA as the Administrative Coordinator for the remainder of Fiscal Year 2018-2019, Fiscal Year 2019-2020, or any subsequent Fiscal Years, each DISTRICT 1COUNTY shall also pay an administrative charge of three percent (3%) on each payment which shall be used by SANTA ROSA to offset the costs relating to its service as the Administrative Coordinator.
- (e) SANTA ROSA, as the Administrative Coordinator, may designate where all payments addressed within this section shall be paid including the directing that all payments be made through the non-profit corporate entity created by SANTA ROSA pursuant to this Agreement.

# Section 4. SANTA ROSA's Responsibilities as Administrative Coordinator.

- (a) The DISTRICT 1 COUNTIES hereby designate SANTA ROSA as the Administrative Coordinator for the purpose of administering this Agreement, and SANTA ROSA accepts that responsibility.
- (b) To facilitate the provision of these services, SANTA ROSA has created the DISTRICT ONE MEDICAL EXAMINER SUPPORT INC., a Florida non-profit corporation, (the "Corporation") through which the responsibilities of the Administrative Coordinator shall be conducted. The Corporation shall be governed by a Board consisting of four directors. The Board shall be composed of the one representative from each of the four DISTRICT 1 COUNTIES. Each DISTRICT 1 COUNTY delegates to its respective County Administrator the authority to select the Board member to represent that COUNTY on the Board and the authority to select him/herself as that representative. The Board shall elect a Chairman and Vice Chairman who shall conduct meetings of the Board. The Board of the Corporation shall operate in full compliance with the requirements of the provisions of the Sunshine Law, the Public Records Law, and the Code of Ethics for the State of Florida.
- (c) The Administrative Coordinator, through the Corporation, shall be responsible for managing all funds associated with this Agreement. The Administrative Coordinator

shall accept the funding from each DISTRICT 1 COUNTY for professional salary and benefits, staff salary and benefits and operating costs and shall separately account for these funds.

- (d) The Administrative Coordinator, through the Corporation, shall utilize the contributed funds submitted by the DISTRICT 1 COUNTIES for the purpose of paying the expenses of Medical Examiner's Office and shall provide documentation to each respective County as to the use of the contributed funds for audit and accounting purposes.
- (e) The Corporation may employ professional, investigatory, and administrative staff who will provide Medical Examiner services. Such employees shall be paid and benefits in accordance with the adopted budgets of the DISTRICT 1 COUNTIES. The Corporation may also enter into leases and agreements for the purpose of providing Medical Examiner services.
- (f) At the end of each Fiscal Year, the Administrative Coordinator shall provide a reconciliation of any funds contributed by the DISTRICT 1 COUNTIES and shall reimburse to each of those COUNTIES any surplus funds that are held following the end of that Fiscal Year and which are not needed for the payment of expenses during that Fiscal Year.

#### Section 5. Responsibilities of All Parties.

- (a) If an emergency requiring exceptional services of the Medical Examiner occurs in any COUNTY that is a party to this Agreement, that COUNTY may request assistance from any other COUNTY, including the use of medical examiner investigators.
- (b) In the event of emergency or unbudgeted expenses, the DISTRICT 1 COUNTIES agree to submit a proposed budget amendment to each respective Board of County Commissioners to address those emergency or unbudgeted expenses based same apportionment methodology utilized for that particular Fiscal Year.
- **Section 6. Indemnification.** Each COUNTY to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other DISTRICT 1 COUNTIES, their officers, employees, or agents, arising from or related to this Agreement except as otherwise provided by this Agreement or any other agreement between the parties.

Section 7. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to ESCAMBIA: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

As to SANTA ROSA: County Administrator 6495 Caroline Street, Suite D Milton, Florida 32570

As to OKALOOSA: County Administrator 1250 N. Eglin Pkwy, Suite 100 Shalimar, Florida 32579

As to WALTON: County Administrator 76 North 6<sup>th</sup> Street Defuniak Springs, Florida 32433

Section 8. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of the First Judicial Circuit of Florida.

**Section 9. Parties Bound.** This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

### Section 10. Conflict of Interest.

- (a) The DISTRICT 1 COUNTIES shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other parties or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2018)), as this statute may be amended from time to time, relating to ethics in government.
- (b) Each DISTRICT 1 COUNTY hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2018)), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the Medical Examiner services to be funded here, and that no such person will have any such interest at any time during the term of this Agreement.
- (c) Each DISTRICT 1 COUNTY has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 11. Dispute Resolution. Any COUNTY to this Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The DISTRICT 1 COUNTIES agree to submit the dispute to a mutually agreed upon Florida Certified Circuit Court Civil Mediator for mediation within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the First Judicial Circuit of Florida. THE PARTIES FURTHER AGREE THEY HEREBY WAIVE THE RIGHT TO JURY TRIAL AS TO SUCH ACTION. For any legal action to enforce the terms of this Agreement, the prevailing party will be entitled to its reasonable costs, but each party shall bear its own attorney's fees, except where authorized under Section 57.105, Fla. Statutes (2018), as this statute may be amended from time to time.

## Section 12. Entire Agreement.

(a) Except for the separate contract between each COUNTY and the ultimately selected and appointed Medical Examiner, it is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations,

and previous agreements between the DISTRICT 1 COUNTIES relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by all DISTRICT 1 COUNTIES, except as otherwise specifically provided in this Agreement.

**Section 13. Assignment.** This Agreement may not be assigned by any party without the prior written approval of all of the other parties.

**Section 14. Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

#### Section 15. Public Records Law.

#### **PUBLIC RECORDS**

All DISTRICT 1 COUNTIES to this Agreement are subject to the requirements of the Public Records Law.

IF ANY COUNTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN FOR ANY OF THE COUNTIES TO THIS AGREEMENT.

The COUNTIES shall comply with the public records laws, Chapter 119, Florida Statute and specifically all parties shall:

(a) Keep and maintain public records required by the COUNTIES to perform the service.

- (b) Upon request from another COUNTY'S' custodian of public records, provide the requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- (c) All COUNTIES shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- (d) Upon completion of the contract, the COUNTIES shall maintain public records in their possession required by the COUNTIES to perform the service. The COUNTIES shall keep and maintain public records upon completion of the contract and shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Section 16. Prior Agreements Superseded and Repealed. Any prior Interlocal Agreement between the COUNTIES relating to the District 1 Medical Examiner, is hereby superseded and repealed.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 18. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 19. Effective Date and Term. The Effective Date of this Agreement, after being properly executed by all parties, will be the date when the Agreement is filed with the Clerk of the Circuit Court of Santa Rosa County. SANTA ROSA, as the Administrative Coordinator for the purpose of administering this Agreement, shall be responsible for filing this document with the Clerk upon receipt of the fully executed Agreement. The term of this

Agreement formally commences upon the Effective Date and will continue for five (5) years from October 1, 2019, unless extended by mutual agreement of the COUNTIES. The anniversary date of this Agreement will be October 1 of each subsequent year during the term.

Section 20. Termination. Any COUNTY may terminate this Agreement, for convenience upon at least ninety (90) days written notice to the other COUNTIES served as set forth above. This Agreement may also be terminated for default if the defaulting COUNTY is provided thirty (30) days to cure the default following written notice from any non-defaulting COUNTY served according to Section 7 above. The COUNTIES agree to work cooperatively to avoid the need for termination for default and to minimize any disruptions that may occur if this Agreement is terminated.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates with each signature.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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8/21/86/9 Date Signed

Approved as to Form

Alison P. Rogers
Alison P. Rogers, County Attorney

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

Sam Parker, Chairman

08 29 2019 Date Signed

Attest:

Donald C. Spencer, Clerk of the Court

Approved as to Form

Roy Andrews, County Attorney

# OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr., Chairman

AUG 2 0 2019

Date Signed

Attest:

J. D. Peacock, Clerk of the Court

Approved as to Form

Gregory T. Stewart, County Attorney

WALTON COUNTY BOARD OF
COUNTY COMMISSIONERS

Tony Anderson, Chairman

Attest:

SEAL

Alex Alford, Clerk of the Court

Approved as to Form

Sidney Noves, County Attorney

Aug 27, 2019
Date Signed

#### ATTACHMENT "A"

#### BUDGET FOR MEDICAL EXAMINERS SERVICES FOR FISCAL YEAR 2019-2020

# Counties Proposed Medical Examiner Professional Fees 2019/2020

#### Chief Medical Examiner (Proposed Salary \$300,000.00 plus benefits)

	Escambia (48%)	Santa Rosa (14%)	Okaloosa (29%)	Walton (9%)	Gross	
Salary	\$144,000.00	\$42,000.00	\$87,000.00	\$27,000.00		\$300,000.00
401K ( 9% salary)	\$12,960.00	\$3,780.00	\$7,830.00	\$2,430.00		\$27,000.00
Insurance (\$9,010.00 per employee/per year)	\$4,324.80	\$1,261.40	\$2,612.90	\$810.90		\$9,010.00
Laundrum Costs (\$18,330.00 - 6.11% of salary)	\$8,798.40	\$2,566.20	\$5,315.70	\$1,649.70		\$18,330.00
Admin Fees (\$780 per employee/per year)	\$374.40	\$109.20	\$226.20	\$70.20	- Water	\$780.00
Sub-Total	\$170,457.60	\$49,716.80	\$102,984.80	\$31,960.80		\$355,120.00

#### Deputy Medical Examiner (Proposed Salary \$225,000.00 plus benefits)

	Escambia (48%)	Santa Rosa (14%)	Okaloosa (29%)	Walton (9%)	Gross	
Salary	\$108,000.00	\$31,500.00	\$65,250.00	\$20,250.00		\$225,000.00
401K (9% salary)	\$9,720.00	\$2,835.00	\$5,872.50	\$1,822.50	F	\$20,250.00
Insurance (\$9,010.00 per employee/per year)	\$4,324.80	\$1,261.40	\$2,612.90	\$810.90		\$9,010.00
Costs (\$13,747.50 - 6.11 % of salary)	\$6,598.80	\$1,924.65	\$3,986.77	\$1,237.27		\$13,747.49
Admin Fees (\$780 per employee/per year)	\$374.40	\$109.20	\$226.20	\$70.20		\$780.00
Sub-Total	\$129,018.00	\$37,630.25	\$77,948.37	\$24,190.87		\$268,787.49

Final Totals	Escambia	Santa Rosa	Okaloosa	Walton	Gross	
	\$299,475.60	\$87,347.05	\$180,933.17	\$56,151.67		\$623,907.49

56,151.67 54,274.00	\$	180,933.17 174,882.00	\$	87,347.05	\$	299,475.60	\$	623,907.49
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24 007 00			\$	84,426.00	\$	289,459.00	\$	603,041.00
24,007.00	\$	77,350.00	\$	37,342.00	\$	128,029.00	\$	266,728.00
52,107.00	\$	105,114.00	\$	58,904.00	\$	189,848.00	\$	405,973.00
24,304.00	\$	66,754.00	\$	30,074.00	\$	95,968.00	\$	217,100.00
-	\$		\$	-	\$			
210,843.67	\$	605,033.17	\$	298,093.05	\$	1,002,779.60	\$	2,116,749.49
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