

RESOLUTION NO. 2011-275

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY, FLORIDA, PUTNAM COUNTY, FLORIDA, AND FLAGLER COUNTY, FLORIDA, EACH COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; PROVIDING FOR THE EFFECT OF RECITALS; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT AND SUPPLEMENTAL DOCUMENTATION; PROVIDING FOR CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the provision of medical examiner services detailed in Chapter 406 (Part 1), Florida Statutes, is an integral part of the criminal justice system; and

WHEREAS, St. Johns County, Putnam County, and Flagler County comprise Florida Medical Examiner District 23; and

WHEREAS, it is advantageous for St. Johns County, Putnam County, and Flagler County to enter into an Interlocal Agreement, to set forth terms, conditions, and responsibilities of each county with respect to the provision of medical examiner services detailed in Chapter 406, Florida Statutes; and

WHEREAS, the Tri-County Medical Examiner Interlocal Agreement (attached hereto and incorporated herein) sets forth the terms, conditions, provisions, and requirements of the on-going relationship among the Counties in providing medical examiner services; and

WHEREAS, each of the Counties has determined that by executing the Agreement, their collective interests and needs under Chapter 406, Florida Statutes, will be served; and

WHEREAS, Chapter 163, Florida Statutes, allows each of the Counties to enter into this Agreement for the purposes noted above.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Effect of Recitals.

The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.

Section 2. Authorization to Execute.

The County Administrator, or designee, is hereby authorized to execute the Tri-County Medical Examiner Interlocal Agreement on behalf of St. Johns County. The County Administrator, or designee, is further authorized to execute any supplemental documentation which facilitates the provision of services set forth in the Interlocal Agreement.

Section 3. Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

Section 4. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 5. Correction of Errors.

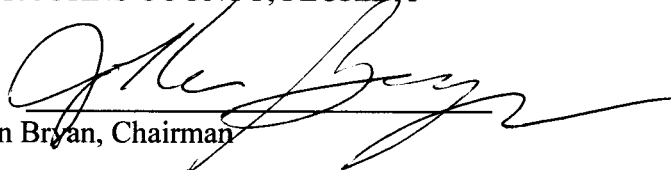
To the extent that there are typographical, administrative or scrivener's errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 6. Effective Date.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of September, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

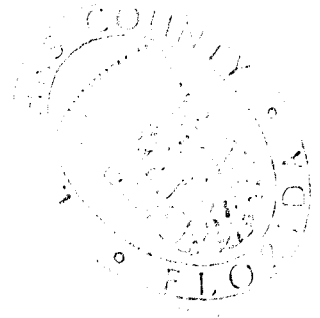
By: 
J. Ken Bryan, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

Effective Date: 9/20/11

Rendition Date: 9/22/11



**TRI-COUNTY MEDICAL EXAMINER
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (Agreement) for the provision of Medical Examiner Services is entered into by, and between St. Johns County, Florida (“St. Johns”), Putnam County, Florida (“Putnam”), and Flagler County, Florida (Flagler), each County a political subdivision of the State of Florida, (collectively referred to as “Counties”).

RECITALS

WHEREAS, the provision of medical examiner services detailed in Chapter 406 (Part 1), Florida Statutes, is an integral part of the criminal justice system; and

WHEREAS, St. Johns, Putnam, and Flagler comprise Florida Medical Examiner District 23; and

WHEREAS, it is advantageous for St. Johns, Putnam, and Flagler to enter into an Interlocal Agreement, to set forth terms, conditions, and responsibilities of each county with respect to the provision of medical examiner services detailed in Chapter 406, Florida Statutes; and

WHEREAS, this Agreement sets forth the terms, conditions, provisions, and requirements of the on-going relationship among the Counties.

WHEREAS, the Counties have determined that by executing this Agreement, their collective interests and needs under Chapter 406, Florida Statutes, will be served; and

WHEREAS, Chapter 163, Florida Statutes, allows the Counties to enter into this Agreement, for the purposes noted above.

NOW, THEREFORE, THE COUNTIES AGREE AS FOLLOWS:

Section 1. Effect of Recitals.

The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.

Section 2. Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not

having been declared void, unconstitutional, or invalid shall remain in full force and effect.

Section 3. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 4. Effective Date.

This Agreement shall be applicable from Fiscal Year 2011, and remain in force and effect until the end of Fiscal Year 2012, unless sooner terminated under the terms and provisions noted in this Agreement. For purposes of this Agreement, Fiscal Year 2011 shall mean 12:01 a.m., October 1, 2010 through 11:59 p.m., September 30, 2011, and Fiscal Year 2012 shall mean 12:01 a.m., October 1, 2011 through 11:59 p.m., September 30, 2012. Unless Notice of Termination of Agreement is given by March 1 of each year, then this Agreement will be extended on a yearly basis thereafter, on the same terms, or on revised terms if each County approves the revisions to the terms of this Agreement.

Section 5. Responsibilities of the Counties.

For the duration of this Agreement, which includes any amendment, extension, or renewal, the Counties agree to provide the following:

1. Appropriate funding for the Medical Examiner's Office as per the approved annual budget, exclusive of body transport services.
2. To pay compensation as provided for in the approved annual budget.
3. To provide the Medical Examiner with the staff employed by St. Johns County provided for in the approved annual budget.
4. To pay their respective portions of the Medical Examiner's Office annual budget, as more fully set forth in Section 8 of this Agreement. As noted in Section 8 of this Agreement, Flagler County and Putnam County shall pay St. Johns County quarterly, in advance, by the end of each St. Johns County's fiscal quarter.

Section 6. Responsibilities of St. Johns County.

For the duration of this Agreement, which includes any amendment, extension, or renewal, St. Johns County agrees to the following responsibilities:

1. Providing the actual location and building for the Medical Examiner's Office.
2. Approving and administering the annual budget for the Medical Examiner.
3. Making payments for budgeted expenses in a timely manner.

4. Reconciling previous fiscal year actual expenditures in order to determine the amount of credit or the amount that is due, as is set forth in Section 8.6 of this Agreement.
5. Invoicing Flagler and Putnam on a quarterly basis.
6. Providing Notification to Flagler County and Putnam County of the prospective Medical Examiner's Office Annual Operating Budget, by June 30 of each year, for the forthcoming St. Johns County Fiscal Year. Should the Medical Examiner's Budget as finally adopted differ from the proposed budget, St. Johns County will promptly notify Flagler and Putnam Counties of any revisions.
7. Handle, and dispose/resolve any personnel concerns, disputes associated with the Medical Examiner's Office, including any disciplinary actions.

Section 7. Acknowledgment of Services Provided by Medical Examiner's Office.

St. Johns, Putnam, and Flagler acknowledge that the services provided by the Medical Examiner's Office include, but are not limited to the following:

1. To perform all of the duties and responsibilities required by Chapter 406, Florida Statutes, and any other applicable laws, statutes, ordinances, rules, or regulations.
2. To supervise all employees, of whatever County noted, assigned to the Medical Examiner's Office. However, the Medical Examiner shall not have any disciplinary authority over such employees assigned to the Medical's Examiner's Office.
3. To be available, or have a qualified designee available, to law enforcement for the performance of Medical Examiner duties and responsibilities on a continuing, and on-going basis.
4. To be available to a) law enforcement, b) State Attorney's, and c) Public Defender's offices without additional fees for consultation, pre-trial matters, depositions, trial preparation, and for testimony in criminal cases.

Section 8. Annual Medical Examiner's Office Budget Methodology.

1. The Medical Examiner's Office budget will be sufficiently appropriated, in order to provide all responsibilities, as set forth in Section 7 of this Agreement (Responsibilities of the Medical Examiner).
2. Each County will pay their respective portion of the Medical Examiner's Office Annual Operating Budget and Annual Building Cost, based on a percentage calculation herein known as the County Percentage.
3. Each County's County Percentage is calculated as that County's last three (3) consecutive years' death certificates, specifically including autopsies, as a percentage of all Counties' death certifications (including autopsies) for that same period. The County Percentage may be reviewed no more than annually

and, upon adequate timely written notice to each County, updated as necessary, in order to reflect the most current relative use of the Medical Examiner's services by each County (using three (3) consecutive years of data).

4. Each County will pay its respective portion of the Annual Operating Budget, which is calculated by multiplying each County's respective County Percentage by the total St. Johns County Board of County Commissioners' adopted Medical Examiner's Office's Annual Operating Budget.
5. Each County will pay its respective portion of the Annual Building Cost, which is calculated by multiplying each County's respective County Percentage by the Calculated Building Allowance. The Calculated Building Allowance amount is \$84,834.00 (eighty-four thousand, eight hundred thirty-four dollars) per year. The Annual Building Cost is calculated as the average annual debt service on the St. Johns County 2004 A Sales Tax Revenue Bonds (Sales Tax Bond) multiplied by the proportion of the actual construction cost of the Medical Examiner's Building to the total project costs funded from the Sales Tax Bond issue. The Sales Tax Bond issue includes the construction of a new Medical Examiner building at a total cost of \$1,153,491 (one million, one hundred fifty-three thousand, four hundred ninety-one dollars). In the event that St. Johns County sells the building housing the Medical Examiner, then St. Johns County shall give Flagler County and Putnam County a pro-rata credit from the sale proceeds, which could be applied toward the construction of a replacement Medical Examiner facility.
6. At the end of each Medical Examiner's Office fiscal year (which runs from October 1 through September 30), St. Johns County will reconcile actual expenditures to the Medical Examiner's Office Annual Operating Budget. Any amount of credit or any amount due to any County will be reflected on the first invoice of the subsequent Medical Examiner's fiscal year's Medical Examiner's Office Annual Operating Budget.
7. In addition to the Medical Examiner's Office budget, and to the extent permitted by law, each County will pay its respective portion of any costs, expenses, and/or fees (including reasonable attorneys' fees) associated with any administrative, and/or judicial action, in which the Medical Examiner is a named party. The Counties will cooperate on arranging the representation of the Medical Examiner in any such action, and mutually agree on the provision of such representation.
8. The initial County Percentage for each County is as follows: a) Flagler County, 23.6%; b) Putnam County, 29.6%; and c) St. Johns County, 46.8% (Supporting documentation is included in the attached and incorporated Exhibit A).

Section 9. Amendment to this Agreement.

The Counties acknowledge that this Agreement constitutes the complete agreement and understanding of each County.

Further, the Counties acknowledge that any change, amendment, or modification to this Agreement shall be approved by each County and shall be reduced to writing in the form of an Amendment to this Agreement.

Section 10. Termination of this Agreement.

Upon at least ninety (90) days advance notice by any County, St. Johns, Putnam, or Flagler may terminate this Agreement, for any, or no, reason. The effective date of termination shall be consistent, and set forth in each notice of termination letter.

Upon at least ninety (90) days advance notice by any County, St. Johns, Putnam, or Flagler may terminate this Agreement for cause. Such cause must be set forth in the notice of termination. At least sixty (60) days to resolve/cure the dispute that led to the notice of termination letter. Should the dispute be resolved/cured, then this Agreement will remain in effect.

Section 11. Notices.

All Notices sent under this Agreement shall be sufficient if sent by regular U.S. Mail to the following addresses:

- | | |
|----------------------|---|
| A. St. Johns County: | County Administrator 500 San Sebastian View St. Augustine, Florida 32084 |
| B. Putnam County: | County Administrator P. O. Box 758 Palatka, Florida 32178-0758 |
| C. Flagler County | County Administrator 1769 E. Moody Blvd., Bldg. #2 Bunnell, Florida 32110 |

Section 12. Access to Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. It is specifically understood that access to "personally identifiable information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is controlled and subject to the provisions of HIPAA. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party or an unaffiliated party.

Section 13. Filing of Interlocal Agreement.

Pursuant to Section 163.01, Florida Statutes, this Agreement shall be executed by an authorized representative of St. Johns County, Putnam County, and Flagler County. This Agreement will take effect immediately upon filing with the Clerks of the Circuit Courts of the Counties. Each County agrees to file an original of this Agreement with its Circuit Court Clerk immediately upon receipt of fully executed copies of this Agreement.

IN WITNESS WHEREOF, the Counties have caused this Agreement to be executed by their authorized officials on the dates set forth below.

ATTEST:

Board of County Commissioners of
St. Johns County, Florida, on behalf of
St. Johns County, Florida

By: _____

By: _____

Date: _____

Date: _____

Legally Sufficient:

Deputy County Attorney

Date: _____

ATTEST:

Board of County Commissioners of
Flagler County, Florida, on behalf of
Flagler County, Florida

By: _____

By: _____

Date: _____

Date: _____

ATTEST:

Board of County Commissioners of
Putnam County, Florida, on behalf of
Putnam County, Florida

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

Initial County Percentage

From the Tri-County Medical Examiner Interlocal Agreement Section 8. *Annual Medical Examiner's Office Budget Methodology*: "Each County's County Percentage is calculated as that County's last three (3) consecutive years' death certificates, specifically including autopsies, as a percentage of all Counties' death certifications for that same period."

| County | Death Certificates Inc. Autopsies 2008 | Death Certificates Inc. Autopsies 2009 | Death Certificates Inc. Autopsies 2010 | Co.% |
|-----------|--|--|--|-------------|
| Flagler | 76 | 74 | 107 | 23.6% |
| Putnam | 107 | 96 | 116 | 29.6% |
| St. Johns | 175 | 174 | 156 | 46.8% |
| | | | | <u>100%</u> |

