

**INTERLOCAL AGREEMENT BETWEEN
CITRUS COUNTY, HERNANDO COUNTY, LAKE COUNTY,
MARION COUNTY, SEMINOLE COUNTY, AND SUMTER COUNTY
FOR COST SHARE OF MEDICAL EXAMINER SERVICES AND
RELATED MATTERS**

THIS INTERLOCAL AGREEMENT is made and entered into by and between CITRUS COUNTY (in this Agreement referred to as “CITRUS”), HERNANDO COUNTY (in this Agreement referred to as “HERNANDO”), LAKE COUNTY (in this Agreement referred to as “LAKE”), MARION COUNTY (in this Agreement referred to as “MARION”), SEMINOLE COUNTY (in this Agreement referred to as “SEMINOLE”), and SUMTER COUNTY (in this Agreement referred to as “SUMTER”), all of which are political subdivisions of the State of Florida. CITRUS, HERNANDO, LAKE, MARION, AND SUMTER are collectively referred to in this Agreement as the “DISTRICT 5 COUNTIES.”

W I T N E S S E T H:

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 localities 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, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE and SUMTER 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 5 consists of CITRUS, HERNANDO, LAKE, MARION and SUMTER, that is, the DISTRICT 5 COUNTIES; and

WHEREAS, Florida Medical Examiner District 24 consists only of SEMINOLE; and

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE and SUMTER desire to enter into this Agreement for the joint operation of the District 5 and 24 Medical Examiner's Office in accordance with Chapter 406, Florida Statutes (2018); and

WHEREAS, it is contemplated that Dr. Barbara Wolf ("Dr. Wolf"), the President of Medicus Forensics, P.A., will be appointed by the State Attorney of the Eighteenth Judicial Circuit, State of Florida, to serve as the Medical Examiner for Florida Medical Examiner District 24; and

WHEREAS, it is contemplated that the DISTRICT 5 COUNTIES and SEMINOLE will jointly engage Medicus Forensics, P.A., to perform medical examiner services for the DISTRICT 5 COUNTIES and SEMINOLE.

WHEREAS, it is contemplated that the DISTRICT 5 COUNTIES and SEMINOLE will jointly use the existing medical examiner facility for the DISTRICT 5 COUNTIES, located at 809 Pine Street, Leesburg, Florida 32748 and owned by LAKE, as both the District 5 and District 24 Medical Examiner Facility (the "Medical Examiner Facility"); and

WHEREAS, the DISTRICT 5 COUNTIES collectively and SEMINOLE desire to pro-rate and allocate the operating costs and capital expenditures relating to the use and of maintenance of the Medical Examiner Facility based on relative population size, that is 71.26% to the DISTRICT 5 COUNTIES and 28.74% to SEMINOLE; and

WHEREAS, the DISTRICT 5 COUNTIES previously entered an interlocal agreement to allocate and to pro-rate the operating costs and capital expenditures relating to the use and maintenance of the Medical Examiner Facility among themselves and it is the intent of the instant Agreement for the DISTRICT 5 COUNTIES to continue their current allocations during the first year of this agreement, according to the prior interlocal agreement; and

WHEREAS, the prior interlocal agreement designated MARION to implement that agreement administratively on behalf of the DISTRICT 5 COUNTIES and, therefore, SEMINOLE will pay MARION to administer payment of all costs associated with Dr. Barbara Wolf and her company, Medicus Forensics, P.A., providing medical examiner services for SEMINOLE, and SEMINOLE's use of the Medical Examiner Facility; and

WHEREAS, it is the intent of the parties to implement this Agreement without increasing the medical examiner costs of the DISTRICT 5 COUNTIES or reducing the level of medical examiner services to the DISTRICT 5 COUNTIES in any way. It is the expectation of the DISTRICT 5 COUNTIES that this agreement with SEMINOLE will cause the projected timeline for an upcoming expansion of the Leesburg facility to be accelerated, with corresponding additional expense to the DISTRICT 5 COUNTIES. This agreement will provide for a separate Facility Use Charge to be paid annually by SEMINOLE to account for this expense; and

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE and SUMTER 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 parties to this Interlocal Agreement to provide for the joint operation for the District 5 and 24 Medical Examiner's Offices in accordance with Chapter 406, Florida Statutes (2018), as this statute may be amended from time to time.

Section 3. District Medical Examiner Committee.

(a) There shall be created a District Medical Examiner Committee consisting of one county commissioner from each of the DISTRICT FIVE COUNTIES. Each county will appoint its own commissioner to the District Medical Examiner Committee.

(b) The District Medical Examiner Committee will meet annually during the month of February and on an as needed basis. The first order of business of the Committee at the first meeting following the effective date of this Agreement is the election of a Chair and Vice-Chair of the Committee. MARION, as Administrative Coordinator, shall prepare a set of Standard Operating Procedures for the Committee, to be considered for adoption by the Committee at that first meeting.

(c) The District Medical Examiner Committee shall approve each year the budget for the operation of the District Medical Examiner's Office and give such direction to the contracted Medical Examiner in the operation of the office as is necessary or appropriate under the terms of the contract with the contracted Medical Examiner.

(d) The District Medical Examiner Committee shall approve the method of division of all costs and expenses (including uninsured casualty losses) arising from the contract with the contracted Medical Examiner.

(e) For the first year of this Agreement, SEMINOLE will not be a member of the Committee. During the first year of this Agreement, the parties will have the opportunity to consider the adoption of a consolidated budget for all six counties. The parties will further give consideration to adding SEMINOLE as a member of the Committee, but SEMINOLE will retain the right to opt out of membership of the Committee.

Section 4. SEMINOLE's Responsibilities.

(a) For the first year of this Agreement, SEMINOLE shall pay MARION, quarterly, in advance (October 1, January 1, April 1 and July 1) the direct costs of the Florida District 24 Medical Examiner for the medical examiner services attributable to SEMINOLE. An anticipated budget for these direct costs is set out in Exhibit A, attached to this Agreement. These direct costs include the annual amount of \$1,125,546.00 for the services of Medicus Forensics, PA, for FY 2018-2019. SEMINOLE and MARION will establish a mutually acceptable invoice, payment, and accounting system to implement this arrangement, which system will include all of SEMINOLE's costs and payment obligations under this Agreement. The existing contract between the DISTRICT 5 COUNTIES and Medicus Forensics, P.A. will be amended to include the services to be provided to SEMINOLE and add SEMINOLE as a party. For the development of the budget for the second and subsequent years of this Agreement, MARION, as Administrator, will prepare a consolidated budget with input from all counties, to include budget components for all six counties. MARION will begin preparation of such consolidated budget in January, 2019.

(b) SEMINOLE shall pay MARION \$60,533.00 for its share of the operating costs and capital expenditures relating to the use and maintenance of the Medical Examiner Facility for the first year of this Agreement. SEMINOLE will pay MARION \$38,803.00 for its share of generator and new software expenses already budgeted for FY 2018-2019. These payments must be made quarterly, in advance.

(c) For the first year of this Agreement, SEMINOLE shall pay MARION a managerial fee of \$59,304.00 as indicated on Exhibit A, for the services listed in Section 5. In the second and subsequent years, SEMINOLE shall pay to MARION 5% of SEMINOLE's portion of the consolidated budget for operating and capital expenditures as a managerial fee.

(d) A portion of the initial costs that SEMINOLE will directly pay Medicus Forensics, P.A., includes an amount sufficient to pay for the purchase of three (3) vehicles with safety lights and other appropriate markings for use by the three (3) medical examiner investigators. SEMINOLE shall transmit the necessary funds to Medicus Forensics, P.A., which shall purchase and maintain the vehicles. While this Agreement remains in effect, the vehicles will each be titled in the name of Medicus Forensics, P.A., the corporate entity for the District 5 and District 24 Medical Examiner. If this Agreement is terminated within three (3) years of its Effective Date, title of these vehicles will be transferred to SEMINOLE. Otherwise, the vehicles will remain titled to Medicus Forensics, P.A.

(e) SEMINOLE is responsible for any and all legal fees and judgments that result from actions of previous medical examiners for Florida Medical Examiner District 24, to the extent that any such fees and costs are the valid obligation of SEMINOLE. DISTRICT 5 COUNTIES, Dr. Wolf, and Medicus Forensics, P.A., have no responsibility for any such fees and costs

(f) SEMINOLE shall pay an annual Facility Expansion Offset Charge of \$34,920.00 to offset any upcoming additional costs to the DISTRICT 5 COUNTIES resulting from the acceleration of the timeline to commence the expansion of the Leesburg facility. The parties recognize that, like a liquidated damages provision, the exact cost of the acceleration of the expansion to the DISTRICT 5 COUNTIES is not subject to precise determination, but that the foregoing amount is commercially reasonable under the circumstances.

Section 5. DISTRICT 5 COUNTIES' Responsibilities.

(a) Each of the DISTRICT 5 COUNTIES shall pay MARION, as Administrative Coordinator, for its proportionate share of the annual budget based on the populations of the

respective counties, with such payment to be made quarterly, in advance (October 1, January 1, April 1 and July 1) of each year.

(b) SEMINOLE may select a representative who would attend the annual Florida Medical Examiner District 5 meeting held in February to discuss any of SEMINOLE concerns or matters of mutual concern to Florida Medical Examiner District 5 and District 24. Such attendance and representation would not in any way make District 24 merge into District 5 or give District 24 any voting privileges at such meetings. If necessary, provision will be made for a “joint meeting” of District 24 and District 5.

Section 6. MARION’s Responsibilities as Administrative Coordinator.

(a) All Counties hereby designate MARION as the Administrative Coordinator for the purpose of carrying out this Interlocal Agreement.

(b) The Administrative Coordinator shall be responsible for managing all funds, and all properties jointly owned by the counties, associated with the execution of this Interlocal Agreement.

(c) LAKE shall supply the facility to be used in the capacity of the District Medical Examiner’s Office; however, any and all costs of maintenance, repair, upkeep, and capital expenditures as may be called for under the terms of the contract with Medicus Forensics, P.A., shall be considered costs of the District Medical Examiner’s Committee, and included in the annual budget. LAKE shall transfer title to any assets of the counties to the Administrative Coordinator, or to the counties, as may be required to carry out the purposes of this Agreement. MARION, as the Administrator, shall have the option of using its own forces, or contracting for maintenance, repair, and upkeep of the Medical Examiner’s Facility.

(d) The Administrative Coordinator shall provide such services to the DISTRICT 5 Medical Examiner's Committee and SEMINOLE as may be required to oversee and manage the contract with Medicus Forensics, P.A. Any costs and expenses incurred by the Administrative Coordinator will result in a fee to MARION of five (5) percent of the operating expense for the services provided to the Medical Examiner's Committee, and included in the annual budget, except where otherwise provided in this Agreement.

(e) Each county shall pay its proportionate share of the costs of operation, including any uninsured casualty losses of the Office of the Medical Examiner, as determined by the Committee, to the Administrative Coordinator quarterly, in advance, except as otherwise provided in this Agreement.

Section 7. Responsibilities of All Parties.

(a) If an emergency requiring exceptional services of the Medical Examiner occurs in any county of a party to this Agreement, that party may request services from any other party, including the use of medical examiner investigators.

(b) In the event of emergency or unbudgeted expenses, SEMINOLE and DISTRICT 5 COUNTIES shall provide for and fund a necessary budget amendment based on the same apportionment formula of 28.74% for SEMINOLE and 71.26% for the DISTRICT 5 COUNTIES.

(c) The parties agree that the Medical Examiner Facility requires expansion in order to accommodate the future needs of SEMINOLE and DISTRICT 5 COUNTIES. SEMINOLE commits to share in these expansion costs. Specifics of the expansion will be the subject of a future amendment to this Agreement, or budget revision, between the parties.

Section 8. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. The existing contract

between the DISTRICT 5 COUNTIES and Medicus Forensics, P.A., in addition to adding SEMINOLE as described above, will be amended to require Medicus Forensics, P.A. to provide proof of insurance coverage related to workers' compensation, commercial general liability, business auto, and professional liability to the DISTRICT 5 COUNTIES and SEMINOLE.

Section 9. Indemnification. Each party 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 party, its 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 10. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.

Section 11. 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, certified mail, return-receipt requested, 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 CITRUS:

Lecanto Government Building
3600 West Sovereign Path
Suite 267
Lecanto, Florida 34461

As to HERNANDO:

20 North Main Street
Room 263
Brooksville, Florida 34601

As to LAKE:

315 West Main Street
Suite 430
Tavares, Florida 32778

As to MARION:

601 SE 25th Avenue
Ocala, Florida 34471

As to SEMINOLE:

Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

As to SUMTER:

7375 Powell Road
Wildwood, Florida 34785

Section 12. 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 Lake County, Florida.

Section 13. Parties Bound. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

Section 14. Conflict of Interest.

(a) The parties 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 party 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 party 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 business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 15. Dispute Resolution. Any party 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 parties agree to submit the dispute to a 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 Fifth Judicial Circuit of Florida, in and for Lake County, Florida. The parties further agree that any such action will be tried to the Court, and the parties 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 16. Entire Agreement.

(a) Except for the separate contract between the parties and Medicus Forensics, P.A., 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 parties 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 parties, except as otherwise specifically provided in this Agreement.

Section 17. Assignment. This Agreement may not be assigned by any party without the prior written approval of all of the other parties.

Section 18. 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 19. Public Records Law.

(a) The parties acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2018), as this statute may be amended from time to time, to release public records to members of the public upon request. The parties acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2018), as this statute may be amended from time to time, in the

handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching parties may terminate this Agreement immediately upon written notice to the breaching party.

(c) The existing contract between the DISTRICT 5 COUNTIES and Medicus Forensics, P.A., in addition to adding SEMINOLE as a party as described above, will be amended include a Public Records Law provision consistent with the requirements of Chapter 119, Florida Statutes (2018), as this statute may be amended from time to time.

Section 20. Equal Opportunity Employment. The parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status or national origin. The parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, marital status or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 21. Prior Agreements Superseded and Repealed. The FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN MARION COUNTY AND CITRUS COUNTY AND HERNANDO COUNTY AND SUMTER COUNTY AND LAKE COUNTY RELATING TO THE PROVISION OF OPERATING COSTS, FACILITY USE FEES, AND CAPITAL EXPENDITURES FOR THE MEDICAL EXAMINER, and any other prior

Interlocal Agreement relating to the District 5 Medical Examiner, are hereby superseded and repealed.

Section 22. 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 23. 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 24. Effective Date and Term. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. The period from the Effective Date through September 30, 2018 will be for preparation and planning as described in this Agreement. The term of this Agreement formally commences on October 1, 2018, when full services for SEMINOLE by Medicus Forensics, P.A. and SEMINOLE's use of the Medical Examiner Facility will commence. The term will continue for five (5) years from October 1, 2018, unless extended by mutual agreement of the parties. The anniversary date of this Agreement will be October 1 of each subsequent year during the term.

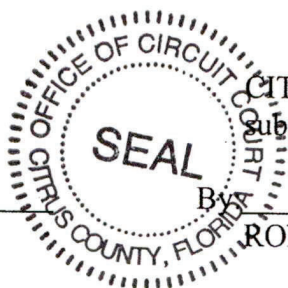
Section 25. Termination. Any party may terminate this Agreement, for convenience or otherwise, upon at least eighteen (18) months' written notice to the other parties served according to Section 10 above. This Agreement may also be terminated for default if the defaulting party is provided thirty (30) days to cure the default following written notice from any non-defaulting party served according to Section 11 above. The parties agree to work cooperatively to

avoid the need for a termination for default and to minimize any disruptions that may occur if this Section 25 for termination is ever invoked.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

for *Angela Vick*
ANGELA VICK, CLERK



CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

By

Ronald E. Kitchen, Jr.
RONALD E. KITCHEN, JR., CHAIRMAN

Date:

8/21/18

Approved as to form for the
Reliance of Citrus County only.

Denise A. Dymond Lyn
Denise A. Dymond Lyn
County Attorney



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ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Susan Breen, Deputy Clerk
DONALD C. BARBEE, JR., CLERK

By: [Signature]
STEVE CHAMPION, CHAIRMAN

Date: 9-25-18



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Garth C. Collier
County Attorney

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ATTEST:


GARY J. COONEY, CLERK


BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

By: 

TIMOTHY I. SULLIVAN, CHAIRMAN

Date: 21 August 2018

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Melanie Marsh
County Attorney

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

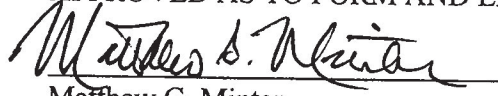

KATHY BRYANT, CHAIRMAN

Date: AUG 21 2018

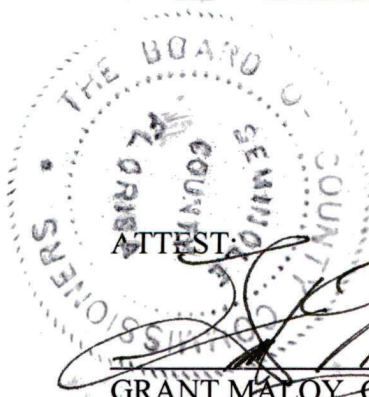
ATTEST:


DAVID R. ELLSPERMANN, CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Matthew G. Minter
County Attorney

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ATTEST:

Grant Maloy
GRANT MALOY, CLERK

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: John Horan

JOHN HORAN, CHAIRMAN

Date: 8/14/18

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

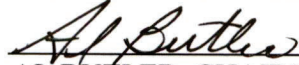
David G. Shields
County Attorney

As authorized for execution by the Board of
County Commissioners at its Aug. 14,
2018, regular meeting.



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SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS




AL BUTLER, CHAIRMAN

SEP 11 2018

Date: _____

ATTEST:



GLORIA HAYWARD,

SUMTER COUNTY CLERK OF COURT

BY: DEPUTY CLERK

DGS/dre

8/13/18, 4:03 PM

Attachment:

Exhibit A — Seminole Year One Budget

EXHIBIT A

Seminole Year One Budget

District 24 Medical Examiner Services	\$1,125,546
Marion Administrative Fee (5%)	59,304
Operating Expenses Shared	60,533
Facility Offset Contribution for Future Expansion	34,920
FY 18/19 Capital Funded From Reserves	<u>38,803</u>
Total	<u>\$1,319,106</u>