

RESOLUTION NO. 2011 - 78

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE AND ENTER INTO A TRI-COUNTY AGREEMENT BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, PUTNAM COUNTY AND FLAGLER COUNTY FOR MEDICAL EXAMINER SERVICES FOR DISTRICT 23.

WHEREAS, Florida Statutes define St. Johns, Putnam and Flagler counties as comprising Florida Medical Examiner District 23, and

WHEREAS, in December 2010 the previous Medical Examiner resigned requiring District 23 to follow the State prescribed process for replacing the position, and

WHEREAS, the hiring committee has made a recommendation to the Florida Medical Examiner Commission, and

WHEREAS, the Medical Examiner Commission has forwarded the recommendation to the Governor requesting appointment, and

WHEREAS, the County needs to make the necessary adjustments to prepare operations including creating a full time employee position in order to hire a new Medical Examiner for District 23; and

WHEREAS, the County has determined that approving the Tri-County Agreement in order to share the costs of Medical Examiner services with Putnam and Flagler counties is in the best interests of St. Johns County.

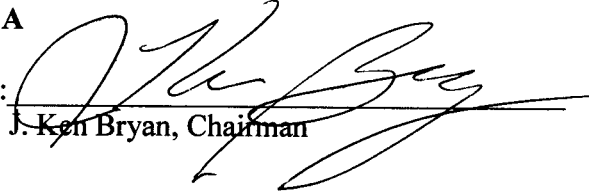
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida, hereby authorizes the County Administrator to negotiate and enter into a Tri-County Interlocal agreement for Medical Examiner services for District 23 and approves the creation of a full time position of Medical Examiner and authorizes the transfer of \$223,218 from General Fund Reserves to fund changes to the FY 2011 operating budget.
3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

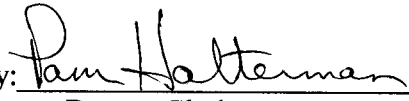
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
State of Florida, this 5th day of April 5, 2011.

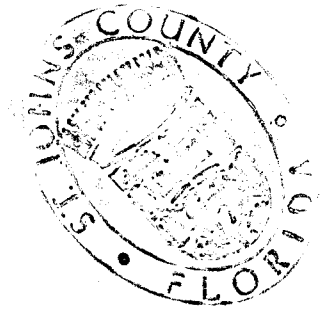
**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA**

By:


J. Ken Bryan, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 4/8/11

**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 Section 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 enter an Interlocal Agreement, in order to set forth terms, conditions, and responsibilities each county, with respect to the provision of medical examiner services detailed in Section 406, Florida Statutes; and

WHEREAS, this Agreement sets forth the terms, conditions, provisions, and requirements of the on-going relationship between and 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 effective as of 12:01 am on April 5, 2011, and remain in force and effect until 11:59 pm on September 30, 2012, unless sooner terminated under the terms and provisions noted in this Agreement. 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 approve 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. 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.
3. 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, Putnam, and Flagler. 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."

Death Certificates Including Autopsies				
County	2008	2009	2010	County Percentage
Flagler	76	74	107	23.6%
Putnam	107	96	116	29.6%
St. Johns	175	174	156	46.8%
				100%