

**AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN  
ESCAMBIA COUNTY, SANTA ROSA COUNTY, OKALOOSA COUNTY AND  
WALTON COUNTY FOR DISTRICT ONE MEDICAL EXAMINER SERVICES**

**THIS AMENDED AND RESTATED 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 “COUNTIES”.

**WITNESSETH:**

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

**WHEREAS**, the services of the Medical Examiner (“ME”) for the COUNTIES are provided through District One Medical Examiner Support, Inc. (“DOMES”), a legal entity and public body organized and created pursuant to an interlocal agreement among the COUNTIES and a Florida non-profit corporation established in September 2019, which is funded by the COUNTIES; and

**WHEREAS**, in 2019 the COUNTIES entered into an Agreement which provided a mechanism for the processing of payments for ME services including personnel (salaries and benefits) and operating costs in accordance with Chapter 406, Florida Statutes, through DOMES; and

**WHEREAS**, the COUNTIES believe that the most transparent, efficient, and cost-effective operation is to continue funding required ME services through DOMES; and

**WHEREAS**, the COUNTIES annually approve their respective budgets for each Fiscal Year which includes funding for ME services including personnel (salaries and benefits) and operating costs for the upcoming Fiscal Year; and

**WHEREAS**, the COUNTIES find that it is to the public benefit and in the public interest to enter into this Agreement and clarify the responsibilities of each entity.

**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 ME Costs in accordance with Chapter 406, Florida Statutes, as may be amended from time to time, and to set forth each entity’s responsibilities related to same. ME Costs include salaries and benefits of ME personnel, operating costs and capital costs. The

term “capital” as used in this Agreement means the purchase of equipment. Capital costs associated with facility construction will be addressed in a separate interlocal agreement between the COUNTIES.

### **Section 3. Counties' Annual Funding Responsibilities.**

(a) **ANNUAL BUDGET PROCESS.** Prior to June 1 of each year, the ME shall prepare a line-item budget, in the same format utilized by COUNTIES per Florida law, for consideration by the COUNTIES. Such budget shall be reviewed and approved by the DOMES Board prior to submittal to the COUNTIES for review. The COUNTIES shall review and approve the ME budget as part of their annual budget process. However, COUNTIES are requested to review the ME budget early in their budget process and meet individually or collectively with their DOMES Board appointee, the ME, and the ME’s staff. The resulting approved budget shall not require an amendment to this Agreement. Final approval of the ME budget shall rest with the Board of County Commissioners of each County.

(b) **SUPPLEMENTAL OR EMERGENCY BUDGET REQUESTS AND BUDGET AMENDMENTS.** Supplemental or Emergency budget requests requiring additional financial contributions from the COUNTIES shall require the same budgetary approvals from each COUNTY. Such budget amendments shall be reviewed and approved by the DOMES Board prior to submittal to the COUNTIES for review. COUNTIES are requested to meet individually or collectively with their DOMES appointee, the ME, and the ME’s staff. COUNTIES shall use best efforts to expedite emergency budget requests. The resulting budget amendment shall not require an amendment to this Agreement.

(c) **BUDGET AMENDMENTS/REALLOCATION.** DOMES Board may reallocate budgeted and approved funding within and between existing funding categories of Personnel, Operating and Capital.

(d) **BUDGET RESERVES AND ROLLOVER.** The ME shall have the ability to roll forward up to \$125,000 annually for reserves and contingencies. Any expenditure of reserve funds shall require approval of the DOMES Board. Any unspent funds above the \$125,000 reserve/contingency shall be returned to the COUNTIES using the same percentage formula set forth in section 3(e) below by December 31<sup>st</sup> of each year. This restriction shall not apply to grant funding, which may be rolled over pursuant to the applicable grant agreement.

(e) **BUDGET APPORTIONMENT.** Each year the total annual approved ME Budget less Major Capital Projects shall be paid by each COUNTY based on the following apportionment formula:

***Each County shall pay a percentage of the ME annual budget based on its proportionate amount of the total number of postmortem examinations attributable or non-attributable to its County over the previous Calendar Year.***

This percentage shall be applied to the following fiscal year ME budget. "Attributable" shall be based on residency (including homeless, residents without a domicile). "Non-Attributable" shall be all those non-district residents. Non-Attributable Autopsies and Deaths shall be divided

equally among the COUNTIES. The ME's office shall use best efforts to determine the residency of all autopsy patients to include county of residence.

(f) **BUDGETED DISTRIBUTION OF PAYMENTS TO DOMES.** On a date within ten (10) days after the start of each quarter of each County Fiscal Year (October 1, January 1, April 1 and July 1), the COUNTIES shall pay to DOMES, one quarter of its approved budget for ME Costs. Approved capital costs shall be paid to DOMES by January 1 of each year. Approved Budget Amendments and supplemental county appropriations shall be distributed in accordance with the approved Budget Amendment. This payment schedule shall begin for the 2023-24 fiscal year.

#### **Section 4. DOMES Responsibilities.**

(a) The COUNTIES hereby designate DOMES as the Administrative Coordinator for the purpose of administering this Agreement.

(b) DOMES shall be governed by a Board consisting of four directors. The Board shall be composed of one representative from each of the four COUNTIES. Each COUNTY delegates to its respective County Administrator the authority to select a representative to serve on the Board and the authority to select him/herself as such representative. Annually the Board shall elect a Chairman and Secretary. The Chairman shall conduct meetings and shall have authority to sign documents approved by the Board. The Board shall oversee the functions of DOMES and the activities under this Agreement.

(c) DOMES 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.

(d) DOMES shall be responsible for managing all funds associated with this Agreement. DOMES shall accept the funding from each COUNTY for ME Costs and shall separately account for these funds.

(e) DOMES shall utilize the contributed funds submitted by the COUNTIES for the purpose of paying the ME Costs, in accordance with Florida Statutes, and shall provide documentation to each respective County as to the use of the contributed funds for audit and accounting purposes.

(f) DOMES may employ professional, investigatory, and administrative staff who will provide ME services. Such employees shall be paid and receive benefits in accordance with the adopted budgets of the COUNTIES. DOMES may also enter into leases and agreements for the purpose of providing ME services.

(g) DOMES shall conduct an annual independent financial audit that is performed in accordance with the audit guidelines promulgated by the American Institute of CPAs. The audit shall focus on the existence of controls that are suitably designed to provide reasonable assurance that the specific control objectives are achieved and that the controls are operating as designed.

(h) DOMES may establish a fee schedule and charge for services provided to agencies and entities other than the COUNTIES.

**Section 5. 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 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 6. 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:  
County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

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

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

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

**Section 7. 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 8. Parties Bound.** This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

**Section 9. 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 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. 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, as may be amended from time to time.

**Section 10. Entire Agreement.**

(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 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 COUNTIES, except as otherwise specifically provided in this Agreement.

**Section 11. Assignment.** This Agreement may not be assigned by any party without the prior written approval of all of the other parties.

**Section 12. 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 13. 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 14. 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 15. Effective Date and Term.** The Effective Date of this Agreement will be the date it is fully executed by the COUNTIES. Each COUNTY 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 automatically renew annually on October 1<sup>st</sup>.

**Section 16. Termination.** Any party may terminate this Agreement for convenience upon providing written notice to the other parties at least ninety (90) days prior to the date of termination. 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. The parties 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.

////////// SIGNATURE PAGES FOLLOW //////////

**ESCAMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Lumon May, Chairman

\_\_\_\_\_  
Date Signed

Attest:

\_\_\_\_\_  
Pam Childers, Clerk of the Court

Approved as to Form

\_\_\_\_\_  
County Attorney

**SANTA ROSA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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Colten Wright, Chairman

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Date Signed

Attest:

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Donald C. Spencer, Clerk of the Court

Approved as to Form

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County Attorney

**OKALOOSA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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Robert A. "Trey" Goodwin, III  
Chairman

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Date Signed

Attest:

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J. D. Peacock, II, Clerk of the Court

Approved as to Form

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County Attorney



**WALTON COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Daniel "Danny" Glidewell, Chairman

\_\_\_\_\_  
Date Signed

Attest:

\_\_\_\_\_  
Alex Alford, Clerk of the Court

Approved as to Form

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County Attorney