

**SECOND AMENDED AND RESTATED
INTERLOCAL AGREEMENT
(MEDICAL EXAMINER)**

THIS SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT by and between the **MEDICAL EXAMINER FOR DISTRICT 19, FLORIDA** ("Medical Examiner"), the **DISTRICT BOARD OF TRUSTEES** ("the Board") of **INDIAN RIVER STATE COLLEGE**, a public educational institution ("IRSC"), and **INDIAN RIVER COUNTY, MARTIN COUNTY, OKEECHOBEE COUNTY, and ST. LUCIE COUNTY**, political subdivisions of the State of Florida that collectively constitute Medical Examiner District 19 ("the Counties"), for the purpose of providing medical examiner services within Medical Examiner District 19.

WHEREAS, the Parties entered into an Amended and Restated Interlocal Agreement which the parties desire to further amend and restate.

In consideration of the mutual advantages accruing to the parties, the Medical Examiner, the Board, and the Counties agree as follows:

SECTION 1. STATUS OF THE MEDICAL EXAMINER AND COUNTIES.

(a) The Medical Examiner shall be an independent contractor, not the agent, servant or employee of the Counties or any other entity or organization. As such, he shall maintain complete and total control of his employees, agents and servants.

(b) The Medical Examiner, or his designee, shall prepare and submit a total unified budget by April 1 of each year to each County respectively for the operation of the Medical Examiner District which shall be subject to approval of the Counties. As set out in Section 4, budgeted monies shall be paid directly to the Examiner for proper disbursement to entitled parties.

(c) The Medical Examiner shall comply with Titles VI and VII of the Civil Rights Act of 1964; Executive Order Number 11246 entitled "Equal Employment Opportunity"; as supplemented by regulations of the United States Department of Labor (41 C.F.R. Part 60); and applicable Federal Regulations concerning non-discrimination on the basis of mental and physical handicaps.

(d) The Medical Examiner and the Counties shall comply with all applicable provisions of Chapter 406 of the Florida State Statutes, and rules and regulations of the Medical Examiner's Commission.

(e) The Medical Examiner shall comply with applicable Standards of Accountability, including:

i. using an accounting system that meets generally accepted accounting principles.

ii. maintaining such records and accounts as are necessary to properly account for funds disbursed to and expended by the Medical Examiner.

iii. retaining relevant records for a period of not less than three (3) years, unless otherwise provided by law.

iv. affording the Medical Examiner Commission, the Florida Department of Law Enforcement, the Counties and the Auditor General access to all records and accounts necessary to justify the use of funds disbursed by the Counties.

v. using funds received from the Counties only for the provision of Medical Examiner services.

vi. maintain a detailed inventory of fixed assets for tangible personal property.

vii. affix a property tag number to each piece of equipment owned by the Medical Examiner.

(f) The Medical Examiner shall provide the Counties with a quarterly expenditure report in a form acceptable to the Counties.

(g) The Medical Examiner shall annually provide the Counties with a copy of a financial audit required by Section 11.45, Florida Statutes (2018). The Medical Examiner agrees to select as its auditor the auditor selected by St. Lucie County to prepare the financial audit for the County.

SECTION 2. RENTAL AGREEMENT CONCERNING MORGUE LOCATED AT INDIAN RIVER STATE COLLEGE.

(a) LEASE TERM. Pursuant to Section 406.08(5), Florida Statutes, Counties do hereby agree to provide for Medical Examiner and his successors, and in consideration of the covenants herein contained, IRSC does hereby rent to Counties for the use and benefit of the Medical Examiner and successors that certain building known as “The Morgue” located at Indian River State College (College), 3209 Virginia Avenue, Fort Pierce, Florida, more particularly described in Exhibit “A”, for a period of ten (10) years beginning on the 1st day of October, 2018, and ending on the 30th day of September, 2028. In the event IRSC constructs a new facility which contains adequate space for the Medical Examiner’s operations and upon mutual agreement of the parties, the Medical Examiner shall relocate his operations to this facility and IRSC may use the vacant Morgue in Building I for other purposes as it deems fit. This new space shall become known as the Morgue for the purposes of this agreement.

(b) OPTION. Within seven (7) years from the date of this agreement, IRSC agrees to discuss with the Counties the granting of an option to the Counties to extend the lease term for an additional period of time. At the completion of the lease term, the Counties shall have the right of first refusal with respect to the subsequent lease of the Morgue.

(c) RENTAL DURING INITIAL TERM. Counties, for the benefit of Medical Examiner, in consideration of this Agreement and of the covenants and Agreement made herein rents the Morgue for said term and does hereby promise to pay to IRSC as rental for the Morgue, the sum of

one and 0/100 (\$1.00) dollars per year, payable in advance on the 1st day of October each successive year.

(d) CONDITION AND USE OF THE MORGUE; EQUIPMENT. The Medical Examiner accepts the equipment identified in Exhibit "B" in its present condition. The Medical Examiner agrees to keep the Morgue in a good, clean condition; make no alterations or additions to same without the consent of IRSC which consent shall not be unreasonably withheld; permit no waste thereon; and to obey all laws and ordinances affecting the Morgue. The Medical Examiner further agrees to use the Morgue for the performance of autopsies, examinations, and other investigations as deemed necessary by the Medical Examiner and for no other purposes. It is specifically agreed that Examiner shall not use the Morgue for any personal or private use; the Morgue is to be used solely for Medical Examiner services. In the event it becomes necessary to provide additional major equipment (any equipment with a cost of \$1,000.00 or over) for the Morgue and if agreed by Counties, same shall be provided by Counties. Any equipment purchased with monies budgeted by the Counties shall become the property of the Office of the Medical Examiner and shall be properly tagged.

(e) MAINTENANCE OF THE MORGUE; PAYMENT OF EXPENSES. IRSC agrees to maintain the exterior of the Morgue. It shall be the responsibility of Counties to provide budgeted funds for the maintenance of the interior of the Morgue, including the air-conditioning, heating systems, and plumbing facilities provided that the Counties are not responsible to keep same in proper working condition. Counties shall be further responsible for funding, as set forth in the budget approved in accordance with section 3 of this Agreement, all utilities at the Morgue, including but not limited to, electricity, water and sewer (all of which shall be metered separately), internal security, janitorial service, garbage pick-up and telephones. It is understood that Counties have installed a telephone system at the Morgue, which telephone lines will be routed directly into the Morgue and not through the College switchboard. No access to the telephone lines shall be permitted by any other extension not in the Morgue or through any other equipment. The Medical Examiner shall also make provisions for a separate mailbox or post office box to serve the Morgue and Medical Examiner which in no way shall be connected to the College. It is also understood by the parties that the Medical Examiner for auditing purposes is an independent special district and is responsible for all interior maintenance and utility costs as set forth in this section 2 (e), procurement of supplies, including the cost thereof and all matters of Medical Examiner personnel, including payroll records; it being understood that all payroll shall be paid by Medical Examiner.

SECTION 3. PROCEDURE TO REVIEW AND APPROVE THE MEDICAL EXAMINER'S BUDGET.

Pursuant to Section 1(b) of this Agreement, the Medical Examiner shall present a total unified budget for the following fiscal year by April 1 of each year to each County respectively. Upon receipt of the budget, the budget shall be referred to a Medical Examiner's Budget Committee, which shall be composed of one (1) representative from each of the four (4) counties as appointed by each Board of County Commissioners, respectively. The members of the Committee shall review the proposed budget and may schedule meetings with the Medical Examiner to discuss the proposed budget. All meetings of the Committee are subject to the provisions of Section 286.011, Florida Statutes (2018), as amended. The Committee may make recommendations to the four (4) Boards of County Commissioners as to whether to adopt or amend the proposed budget. The Committee shall complete its deliberations by June 1 of each year.

Upon completing its deliberations, the Committee shall forward the proposed budget to the budget officer or other designated officer for each of the four (4) counties. The proposed budget shall then be presented to each of the four (4) Boards of County Commissioners for consideration during the Board's normal budgetary process. The proposed budget shall be subject to the approval of each of the four (4) Boards of County Commissioners. The Counties agree that the proposed budget may not be increased without the consent of all four (4) counties. In the event any of the four (4) Boards of County Commissioners determine to reduce the total unified budget as proposed, the Board(s) reducing the proposed budget shall amend the proposed total budget, adopt the amended total budget and notify the other counties of the action taken on the budget within seven (7) days. The amended total budget, if reduced by one (1) or more of the counties, shall be deemed to be the approved budget by all four (4) counties. Nothing in this Agreement shall prohibit the Medical Examiner from requesting additional appropriations for good cause shown, from the Counties during the budget year. The Counties acknowledge that the effect of this section will be that any of the four (4) Board of County Commissioners may reduce the total budget without the consent of the other counties and that the lowest approved total budget shall be deemed to be the total budget approved by the Counties.

SECTION 4. DIVISION OF RENTAL AND OPERATING EXPENSE.

(a) The expenses of operating the Medical Examiner's Office including rental and purchase of additional equipment as set out herein shall be divided among and borne by the Counties based on a formula in which the ratio of the number of autopsies performed for each County in the previous year (A) to the number of autopsies performed in the four counties in the previous year (B) is weighted 50 percent, and the ratio of the number of deaths in each county in the previous year (C) to the total number of deaths in the four counties in the previous year (D) is weighted 50 percent. The formula is expressed as $(A/B \times 0.5) + (C/D \times 0.5) =$ respective County's share of expenses.

(b) CALCULATION. The Counties agree to calculate the division of rental and operating expenses April 1 of every year during the term of this Agreement beginning in 2019 by using the above formula based on the autopsy and death figures from the year preceding the year the expenses are recalculated. The recalculation shall be effective on the following October 1.

SECTION 5. PAYMENT OF RENTAL AND OPERATING EXPENSES.

(a) During the term of this Agreement, Indian River, Martin, Okeechobee and St. Lucie Counties shall pay to IRSC its estimated, respective share of the rental of the Morgue in advance annually on the 1st day of October of each year effective beginning in 2018. During the term of this Agreement, the Counties shall pay to the Medical Examiner its estimated, respective share of the Medical Examiner's monthly operating expenses based on the budget approved by the Counties and on the formula set out in Section 3. The operating expenses shall be paid in advance monthly beginning on the 1st day of October, 2018.

(b) If during any period of this Agreement, the rental and operating expenses of the Morgue are less than the amounts received from the Counties, the excess funds shall be carried

forward to the next year and shall be applied to that county's share of the operating expenses for the next succeeding year.

(c) No county shall be deemed to assume any additional share of the total operating expenses of the Morgue by reason of the default of one or more of the other counties.

SECTION 6. INSURANCE AND INDEMNIFICATION.

During the term of this Agreement, IRSC shall provide fire and extended casualty insurance coverage for the real property owned by IRSC, in full insurable value. The Medical Examiner shall provide fire and extended casualty insurance coverage for equipment owned by the Medical Examiner in full insurable value.

Pursuant to an Interlocal Agreement dated July 8, 2008, between St. Lucie County and the Medical Examiner, St. Lucie County is providing health, life, disability and worker's compensation insurance services to the Medical Examiner based on rates established by St. Lucie County. St. Lucie County bills the Medical Examiner for the insurance services based on the established rates.

During the term of this Agreement, the Medical Examiner shall obtain and carry professional liability insurance as required by Chapter 406 of the Florida Statutes in an amount not less than \$1,000,000.00. Solely, to the extent allowed by Florida law, and in no event greater than the limits set out in Section 768.28, Florida Statutes, each party to this Agreement agrees to indemnify and hold the other parties harmless from damages resulting from the negligence of each party, its agents and employees.

SECTION 7. COVENANTS BY THE MEDICAL EXAMINER.

(a) During the term of this Agreement, the Medical Examiner and his successors agree to occupy and use the Morgue facilities to perform autopsies within the four (4) county area.

(b) At no time shall there be any personnel in the Morgue located at the College, other than custodians approved by the Medical Examiner, unless accompanied by a representative from the Medical Examiner's office, except during an emergency. During an emergency, the Medical Examiner will be contacted as soon as possible. During normal business hours, no one shall proceed beyond the front reception area of the Morgue without the express consent of Medical Examiner personnel and unless they are accompanied by Medical Examiner personnel. After normal working hours, no one other than Medical Examiner personnel, shall be allowed in the Morgue unless prior permission is obtained from the Medical Examiner's office; and they are accompanied by Medical Examiner personnel, except in the event of an emergency. The Medical Examiner shall provide College and continue to provide College with a current list of all Medical Examiner personnel throughout the term of this Agreement.

SECTION 8. MISCELLANEOUS PROVISIONS.

(a) Any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed, by all parties, and attached to the original.

(b) The name of the Morgue facility located at the College shall be "Office of the Medical Examiner, District 19, Florida".

(c) This Agreement shall be binding on the parties hereto, their successor and assigns when permitted. If the Morgue shall be wrecked or destroyed by fire or other casualty so as to render it unfit for occupancy, IRSC shall use the insurance proceeds to repair or reconstruct the Morgue as speedily as possible but in no event shall any party hereto be entitled to compensation or damage on account of the annoyance or inconvenience of IRSC in making said repairs; and neither the Medical Examiner nor the Counties shall be entitled to compensation or damage on account of such destruction.

(d) Neither the Medical Examiner nor the Counties may sublet or re-rent the Morgue or any part thereof or assign this Agreement or permit any transfer thereof by operation of law without the consent in writing from all parties. Any assignee or sublessee must be approved by all parties. Any assignee or sublessee must be approved by all parties, and such written consent or approval by all parties shall in no way affect or relieve the Medical Examiner or Counties of their obligation arising under this Agreement or the laws of this State.

(e) This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto.

(f) The Agreement may only be amended by a written document signed by all parties and filed with the Clerks of the Circuit Court of Indian River County, Martin County, Okeechobee County and St. Lucie County, Florida.

(g) This Agreement can be cancelled upon giving twelve (12) months prior written notice before the beginning of the next fiscal year by anyone (1) of the four (4) Counties provided that the non-terminating Counties shall have the option to continue renting the morgue facilities subject to the terms and conditions of this Agreement. The termination of this Agreement shall not require IRSC to refund any monies collected by the Board pursuant to this Agreement. In addition, the termination of this Agreement shall not require any of the non-terminating counties or the Medical Examiner to refund any monies or equipment collected or purchased pursuant to this Agreement.

(h) This Agreement shall be filed with the Clerks of the Circuit Court of Indian River County, Martin County, Okeechobee County and St. Lucie County, Florida, prior to its effectiveness.

SECTION 9. NOTICE.

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

IF TO IRSC:

Vice President of Financial Services and CFO
3209 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:

IF TO MEDICAL EXAMINER:

Medical Examiner for District 19, Florida
2500 South 35th Street
Fort Peirce, Florida 34981

With a copy to:

IF TO COUNTIES:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:

Indian River County Administrator
1801 27th Street, Building A
Vero Beach, Florida 32960

Martin County Administrator
2401 S.E. Monterey Road
Stuart, Florida 34996

Okeechobee County Administrator
304 Northwest Second Street
Okeechobee, Florida 34972

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the dates stated below. This Agreement may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

WITNESS:

(SEAL)

**DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE**

BY: _____

Date: _____

ATTEST:

INDIAN RIVER COUNTY, FLORIDA

Clerk

BY: _____
**Chair, Board of County
Commissioners**

(SEAL)

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

**CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER**

EDWARD V. CIAMPI, CHAIRMAN

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

SARAH WOODS, COUNTY ATTORNEY

ATTEST:

OKEECHOBEE COUNTY, FLORIDA

Clerk

BY: _____
**Chair, Board of County
Commissioners**

(SEAL)

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

ATTEST:

ST. LUCIE COUNTY, FLORIDA

Clerk

BY: _____
**Chair, Board of County
Commissioners**

(SEAL)

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

WITNESS:

Notary Public (and Seal)

**MEDICAL EXAMINER DISTRICT 19,
FLORIDA**

By: _____

Date: _____