

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020832

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute Interlocal Agreement for the sharing of Medical Examiner costs between Lee and Glades Counties.

WHY ACTION IS NECESSARY: The Board of County Commissioners must approve all Interlocal Agreements.

WHAT ACTION ACCOMPLISHES: Allows for allocation of costs for facilities and services of the District 21 Medical Examiner.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # CW

C12C

3. MEETING DATE:

09-10-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: Andrea R. Fraser
Assistant County Attorney

7. BACKGROUND:

Over ten years ago, Lee County and Glades County entered into an Interlocal Agreement for paying their prorated share of the costs of District 21 Medical Examiner facilities and services. District 21 includes Lee, Glades and Hendry Counties.

The new Interlocal Agreement updates Glades County's prorated share of the Medical Examiner costs and extended the Agreement over a twenty (20) year period.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager	
N/A	N/A	N/A	N/A	<i>Andrea Fraser</i>	<i>9/24</i>	<i>OA</i>	<i>OM</i>	<i>RISK</i>	<i>GC</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN. *CA*

COUNTY ADMIN.
FORWARDED TO:
[Signature]

CO. ATTY'S
FORWARDED
TO CO. ADMIN.
10:00 AM

INTERLOCAL AGREEMENT FOR MEDICAL EXAMINER COSTS BETWEEN LEE COUNTY AND GLADES COUNTY

This Interlocal Agreement is made and entered into this ____ day of _____, 2002, by and between Glades County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "GLADES", and Lee County, a political Subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "LEE", and collectively, "the Parties" hereto.

RECITALS

WHEREAS, the GLADES Board of County Commissioners is the governing body in and for GLADES County; and the Board of County Commissioners is the governing body in and for Lee County; and

WHEREAS, both GLADES and LEE are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, Florida Statutes, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the Parties receive benefit from the facilities and services of the Florida District 21 Medical Examiner; and

WHEREAS, the Parties desire to pro-rate and allocate the costs of such facilities and services of the District 21 Medical Examiner.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, to include the mutual covenants and promises herein, the Parties hereby agree as follows:

SECTION ONE: TERMS

1.1 The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

SECTION TWO: PURPOSE

2.1 It is the purpose and intent of this Agreement to define the terms and conditions under which certain Medical Examiner Services are provided.

SECTION THREE: DESCRIPTIONS OF COSTS/DEFINITIONS

3.1 For purposes of this Interlocal Agreement, "facility costs" shall consist of the capitalized costs for the construction of Phases I and II of the District 21 morgue. (Exhibit "A")

3.2 For purposes of this Agreement, "support costs" shall consist of the actual expenses incurred by LEE for the maintenance and operation of the Medical Examiner facility and its operations, to include all general operating expenditures and expenditures for equipment and furniture. (Exhibit "B")

SECTION FOUR: OBLIGATIONS OF THE PARTIES

4.1 LEE agrees to provide all funds for the facilities and support of the Florida District 21 Medical Examiner, which District includes Lee, Glades and Hendry Counties.

4.2 GLADES agrees to reimburse LEE for their pro-rata share of the costs of the facilities and services as provided by the District 21 Medical Examiner, which shall be determined in a formula as outlined in Exhibits "A" and "B", attached hereto and made a part of this Agreement.

4.3 GLADES agrees to reimburse LEE on an annual basis for their pro-rata share of all actual expenditures made by LEE for the District 21 Medical Examiner facility costs

and support costs in the previous fiscal year, beginning with fiscal year 2002-2003, and continuing for the term of this Agreement.

4.4 GLADES will pay LEE within thirty (30) days of receipt of an invoice outlining the respective Party's pro-rata share of the Medical Examiner facility and support costs per the formula as outlined in Exhibit "B".

SECTION FIVE: PERIOD OF AGREEMENT

5.1 The term of this Agreement will extend twenty (20) years, from October 1, 2002 and end on October 1, 2022.

SECTION SIX: TERMINATION

6.1 This Agreement may be terminated upon the agreement by the Parties in an express writing ratified by each County.

6.2 This Agreement may be terminated as the result of a material breach of these terms by either Party, with respect to the breaching Party. The non-breaching Party may continue with the Agreement term, or terminate the entire Agreement per the provision of 6.1, above.

6.3 Either Party may terminate this Agreement upon thirty (30) days written notice for any material breach of the terms of this Agreement by the effective party, to allow the breaching party to cure the specific breach of the terms.

SECTION SEVEN: NOTICES

7.1 Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to Lee County at the Office of the County Manager, P.O. Box 398, Fort Myers, Florida, 33902 and to Glades County at the Office of the County Manager, P.O. Box 1018, Moore Haven, Florida 33471.

SECTION EIGHT: AMENDMENT

8.1 This Interlocal Agreement may only be amended in writing and duly executed by both Parties with the same formalities as this Agreement.

SECTION NINE: CONSTRUCTION

9.1 This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION TEN: LIABILITY

10.1 The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Florida Statutes.

SECTION ELEVEN: SEVERABILITY

11.1 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION TWELVE: FILING

12.1 This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court.

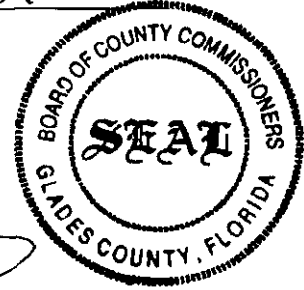
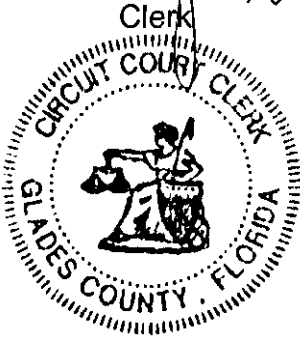
IN WITNESS WHEREOF, GLADES and LEE have executed this Interlocal Agreement on the day, month and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF GLADES COUNTY, FLORIDA

By: [Signature]
Clerk

By: [Signature]
Chairman



APPROVED AS TO FORM:

By: [Signature]
Office of the Glades County Attorney

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM BY:

Office of the Lee County Attorney

EXHIBIT A

FACILITY COSTS AS DETERMINED BY AMORTIZATION OF CAPITAL COSTS*

MORGUE PHASE 1 - 1982

<u>CAPITALIZED COSTS:</u>		<u>YEARS</u>	<u>ANNUAL</u>	
		<u>CAPITALIZED</u>	<u>COST</u>	
GENERAL CONSTRUCTION	\$490,513	50	\$9,810	
PLUMBING, ELECTRIC AND HVAC**	\$123,225	20	\$6,161	
TOTAL - PHASE I	\$613,738		\$15,972	FOR FIRST 20 YEARS
			\$9,810	FOR LAST 30 YEARS

MORGUE PHASE II - 1990

<u>CAPITALIZED COSTS:</u>		<u>YEARS</u>	<u>ANNUAL</u>	
		<u>CAPITALIZED</u>	<u>COST</u>	
GENERAL CONSTRUCTION	\$545,607	40	\$13,640	
PLUMBING, ELECTRIC AND HVAC**	\$87,100	20	\$2,797	
		10	\$8,710	
TOTAL - PHASE II	\$688,651		\$25,147	FOR FIRST 10 YEARS
			\$16,437	FOR NEXT 10 YEARS
			\$13,640	FOR LAST 20 YEARS

TOTAL FACILITY* \$1,302,389**

*Information provided by Lee County Clerk's Finance Office

**Heating, ventilation and air conditioning

***Differences in totals due to rounding to the nearest dollar

NO	YEAR	PHASE I	PHASE II	TOTAL	NO	YEAR	PHASE I	PHASE II	TOTAL	
1	1982	\$15,972	0	\$15,972	26	2007	\$9,810	\$16,437	\$26,247	
2	1983	\$15,972	0	\$15,972	27	2008	\$9,810	\$16,437	\$26,247	
3	1984	\$15,972	0	\$15,972	28	2009	\$9,810	\$16,437	\$26,247	
4	1985	\$15,972	0	\$15,972	29	2010	\$9,810	\$13,640	\$23,450	
5	1986	\$15,972	0	\$15,972	30	2011	\$9,810	\$13,640	\$23,450	
6	1987	\$15,972	0	\$15,972	31	2012	\$9,810	\$13,640	\$23,450	
7	1988	\$15,972	0	\$15,972	32	2013	\$9,810	\$13,640	\$23,450	
8	1989	\$15,972	0	\$15,972	33	2014	\$9,810	\$13,640	\$23,450	
9	1990	\$15,972	\$25,147	\$41,119	34	2015	\$9,810	\$13,640	\$23,450	
10	1991	\$15,972	\$25,147	\$41,119	35	2016	\$9,810	\$13,640	\$23,450	
11	1992	\$15,972	\$25,147	\$41,119	36	2017	\$9,810	\$13,640	\$23,450	
12	1993	\$15,972	\$25,147	\$41,119	37	2018	\$9,810	\$13,640	\$23,450	
13	1994	\$15,972	\$25,147	\$41,119	38	2019	\$9,810	\$13,640	\$23,450	
14	1995	\$15,972	\$25,147	\$41,119	39	2020	\$9,810	\$13,640	\$23,450	
15	1996	\$15,972	\$25,147	\$41,119	40	2021	\$9,810	\$13,640	\$23,450	
16	1997	\$15,972	\$25,147	\$41,119	41	2022	\$9,810	\$13,640	\$23,450	
17	1998	\$15,972	\$25,147	\$41,119	42	2023	\$9,810	\$13,640	\$23,450	
18	1999	\$15,972	\$25,147	\$41,119	43	2024	\$9,810	\$13,640	\$23,450	
19	2000	\$15,972	\$16,437	\$32,409	44	2025	\$9,810	\$13,640	\$23,450	
20	2001	\$15,972	\$16,437	\$32,409	45	2026	\$9,810	\$13,640	\$23,450	
21	2002	\$9,810	\$16,437	\$26,247	46	2027	\$9,810	\$13,640	\$23,450	
22	2003	\$9,810	\$16,437	\$26,247	47	2028	\$9,810	\$13,640	\$23,450	
23	2004	\$9,810	\$16,437	\$26,247	48	2029	\$9,810	\$13,640	\$23,450	
24	2005	\$9,810	\$16,437	\$26,247	49	2030	\$9,810	\$0	\$9,810	
25	2006	\$9,810	\$16,437	\$26,247	50	2031	\$9,810	\$0	\$9,810	
							TOTALS***	Phase I	Phase II	Project
								\$613,740	\$688,640	\$1,302,380

EXHIBIT B

SUPPORT COSTS AS DETERMINED BY ACTUAL YEARLY EXPENDITURES

FORMULA FOR REIMBURSEMENT OF LEE COUNTY EXPENDITURES
FOR THE DISTRICT 21 MEDICAL EXAMINER

I. Formula for Reimbursement
(County Costs X % of Caseload = Reimbursement)

II. Calculation of % of Caseload
FY 2000-01

	<u>LEE</u>	<u>HENDRY</u>	<u>GLADES</u>	<u>TOTAL OF COUNTIES</u>
Autopsy	445	43	11	499
External Examination	289	6	2	297
TOTAL	734	49	13	796
% of Total	92.21%	6.16%	1.63%	100%

III. Calculation Lee County Costs

<u>A. Operating Support</u>	<u>FY00-01 Actual</u>
Janitorial Services	\$ 29,405.76
Other Contracted Services	\$ 6,079.64
Vehicle Maintenance	\$ 3,393.62
Internal Telephone	\$ 7,205.62
Electric	\$ 18,803.34
Water & Sewer	\$ 3,054.60
Trash & Garbage	\$ 5,968.52
Self-Insurance Assessment	\$ 485.00
Office Equipment Maintenance	\$ 461.00
Other Repair & Maintenance	\$ 207.50
Internal Fuel	\$ 1,088.17
Minor Equipment	\$ 1,518.96
Other Supplies	\$ 298.60
Total Operating Support	\$ 77,970.33
 <u>B. Facility Costs (Debt Service)</u>	 <u>\$ 32,409.00</u>
 TOTAL COUNTY COSTS	 \$ 110,379.33

IV. Calculations of Reimbursement

FY2000-01

Glades County \$110,379.33 x 1.63% \$ 1,799.18