

Lee County Board of County Commissioners
Agenda Item Summary

Blue Sheet No. 20020974

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute Interlocal Agreement with Hendry County for the pro-rata sharing for Medical Examiner costs between Lee County and Hendry County.

WHY ACTION IS NECESSARY: Board approval is required for entering into Interlocal Agreements.

WHAT ACTION ACCOMPLISHES: Allows Lee and Hendry Counties to pro-rate and allocate the costs of facilities and services of the District 21 Medical Examiner.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # C12A

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's Office

C. DIVISION General Services

BY: Andrea Fraser
Assistant County Attorney

7. BACKGROUND: Over ten years ago, Lee County and Hendry 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 Hendry 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>OA</i>	<i>QM</i>	<i>RISK</i>	<i>GC</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

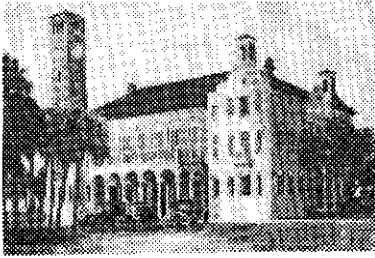
APPROVED

DENIED

DEFERRED

OTHER

RECEIVED BY
COUNTY ADMIN.
<u>8/10/02</u>
<u>8/10/02</u>
FORWARDED TO:
<u>8/10/02</u>
<u>20020974</u>



HENDRY COUNTY
BOARD OF COUNTY COMMISSIONERS

P.O. BOX 2340
LABELLE, FLORIDA 33975-2340

LESTER B. BAIRD, SR.
County Administrator
E. DAN STEVENS
County Attorney
BARBARA BUTLER
Clerk

(863) 675-5295

August 16, 2002

02 AUG 19 AM 8:10
LEE CO. ATTORNEY

Andrea R. Fraser
Assistant County Attorney
Lee County
Post Office Box 398
Ft. Myers, Florida 33902-0398

RE: INTERLOCAL AGREEMENT FOR MEDICAL EXAMINER COSTS
BETWEEN LEE COUNTY AND HENDRY COUNTY

Dear Ms. Fraser:

Enclosed herewith are the original agreements regarding the above referenced matter. The delivery point has been filled in as required in section seven of the agreement. Also, please be advised that the County Attorney is not a party to the agreement, did not prepare the document and it is not his policy to execute agreements on behalf of Hendry County.

If you have any questions, or if you wish to discuss this matter further, please contact Dan Stevens, Hendry County Attorney at your convenience.

Sincerely,

Felicia Bee
Legal Assistant

FB

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

This Interlocal Agreement is made and entered into this ____ day of _____, 2002, by and between Hendry County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "HENDRY", 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 Hendry Board of County Commissioners is the governing body in and for Hendry County; and the Board of County Commissioners is the governing body in and for Lee County; and

WHEREAS, both HENDRY 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, Hendry and Glades Counties.

4.2 HENDRY 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 HENDRY 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 HENDRY 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 in whole or in part, may be terminated for any cause by either Party with thirty (30) days written notice.

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 and to Hendry County at the Office of the County Administrator .

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: FILING

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

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

ATTEST:
BARBARA S. BUTLER, CLERK

BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

By: *Barbara S. Butler*
Deputy Clerk

By: *Janet B. Taylor*
Chairman

Date: July 23, 2002

APPROVED AS TO FORM:

By: _____
Office of the Hendry County Attorney

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

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 CAPITALIZED</u>	<u>ANNUAL 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 CAPITALIZED</u>	<u>ANNUAL COST</u>	
GENERAL CONSTRUCTION	\$545,607	40	\$13,640	
PLUMBING, ELECTRIC AND HVAC**	\$87,100	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
							Phase I	Phase II	Project
TOTALS***							\$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 External Examination	445	43	11	499
TOTAL	734	49	13	796
% of Total	92.21%	6.16%	1.63%	100%

III. Calculation Lee County Costs

A. Operating Support	<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	<u>\$ 77,970.33</u>
B. Facility Costs (Debt Service)	<u>\$ 32,409.00</u>
TOTAL COUNTY COSTS	\$ 110,379.33

IV. Calculations of Reimbursement

FY2000-01

Hendry County \$110,379.33 x 6.16% \$6,799.37