

**INTERLOCAL AGREEMENT  
FOR MEDICAL EXAMINER SERVICES  
AMONG ALACHUA COUNTY, BAKER COUNTY, BRADFORD COUNTY,  
LEVY COUNTY, GILCHRIST COUNTY, UNION COUNTY, & DIXIE COUNTY**

This INTERLOCAL AGREEMENT (“Agreement”) is regarding Medical Examiner Services and is entered by and between Alachua County, Baker County, Bradford County, Gilchrist County, Levy County, Union County, and Dixie County, all of which are political subdivisions of the State of Florida (hereinafter collectively referred to as the “Parties” or the “District 8 Counties”).

**WITNESSETH:**

**WHEREAS**, pursuant to Section 406.06, Florida Statutes, a District Medical Examiner is appointed by the Governor for each Medical Examiner District; and

**WHEREAS**, the Medical Examiner may appoint physicians as Associate Medical Examiners and other substitutes to provide medical examiner services, as specified in Chapter 406, Florida Statutes and Florida Rules Administrative Procedure 11G-1.002, as may be amended; and

**WHEREAS**, Medical Examiners are entitled to fees, salaries and expenses from the general funds or other funds under the control of the board of county commissioners within the respective Medical Examiner District; and

**WHEREAS**, the Medical Examiners Commission within the State of Florida, Department of Law Enforcement had established the Florida Medical Examiner District 8 to include within it: Alachua, Baker, Bradford, Gilchrist, Levy, and Union Counties, and also, covering Dixie County (Dixie County is in District 3 but is covered by District 8); and

**WHEREAS**, Alachua, Baker, Bradford, Gilchrist, Levy, Union and Dixie counties are “public agencies” within the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to provide services that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of agreeing to the joint operation of the Medical Examiner District 8 Office in accordance with Chapter 406, Florida Statutes, as may be amended; and

**WHEREAS**, the District 8 Counties agree to allocate the costs and expenditures relating to the medical examiners services to be provided by the Medical Examiner District 8 Office; and

**WHEREAS**, the District 8 Medical Examiner and the State Attorney for the Eighth Judicial Circuit seek to designate Alachua County to serve as the administrating agency to administer this Agreement and the medical examiner services to be provided to and on behalf the Parties; and

**WHEREAS**, the Parties find that it is in the public benefit and in the public interest to enter into this Agreement.

**NOW, THEREFORE**, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated in this Agreement.
2. Purpose. The purpose of this Interlocal Agreement is to provide for the joint operation of the District 8 Medical Examiner's Office in accordance with Chapter 406, Florida Statutes, as may be amended.
3. Term. This Agreement will be the first billing cycle of the District 8 Medical Examiner ("effective date"), and shall continue to be in effect until September 30, 2030, unless earlier terminated as provided in paragraph 5 below ("Initial term"). The Initial term of this Agreement may be continued at Alachua County's option, and upon notice to the Parties, for one (1) additional period of five (5) years, unless earlier terminated.
4. Agreement.
  - A. The Parties agree to the joint operation for the Florida District 8 Medical Examiner's Office, in accordance with this Agreement and Chapter 406, Florida Statutes, as may be amended. The appointed Medical Examiner for District 8 will provide to the Parties the medical examiner services, duties, and responsibilities set forth in Florida laws related to medical examiner services, including, but not limited to, autopsies, examinations, investigations, and possession and disposition of bodies and specimens ("Services").
  - B. Alachua County accepts the responsibility, and the Parties agree that Alachua County will service as the "Administrator" for the purpose of (a) carrying out the provisions of this Agreement, (b) managing funds associated with this Agreement, and (c) providing services to manage the contract with the Medical Examiner. The Administrator, by and through its Board of County Commissioners, is authorized to enter into a separate written contract with the appointed Medical Examiner for District 8, including any interim appointments. The Administrator will provide a copy of such contract including any amendments thereto and the associated budgets to a Party upon request. Alachua County will provide documentation, upon request, to the other District 8 Counties as to use of the funds for audit and accounting purposes.
  - C. Alachua County agrees to make available and supply an office space and facility to be used as the District 8 Medical Examiner's Office ("Office"). Unless otherwise stated in the contract for medical examiner services between the Administrator and the appointed Medical Examiner, the Administrator will provide the utilities, IT, maintenance, repair, janitorial, security, mowing, and upkeep of the Office ("maintenance expenses"). The Administrator may use its own staffing and resources, or contract with others, for the maintenance expenses of the Office.

5. Termination.

- A. Any Party may notify the Administrator at any time of the failure of the appointed Medical Examiner to provide the Services to one or more of the Parties. The Administrator shall then act on its separate contract with the Medical Examiner to attempt to have the default cured.
- B. The failure of any Party to comply with any provision of this Agreement will place that Party in default. Prior to terminating the Agreement, a non-defaulting Party will notify the defaulting Party in writing. This notification will make specific reference to the provision that gave rise to the default. The non-defaulting Party will give the defaulting Party seven (7) business days to cure the default. If the default situation is not corrected within the allotted time, the non-defaulting Party may provide notice of the default to Alachua County, as the Administer of this Agreement, who then has the right to (1) terminate this Agreement as to such defaulting Party, (2) recover from the defaulting the Party the outstanding amounts and fees due, and (3) utilize any other remedy available under Florida law or in equity.
- C. In the event any single county desires to terminate their involvement or party status to this Agreement, with or without cause, then the Administrator, upon receipt of the terminating Party's written notice, and without prior approval of any other the other Parties, may enter into a separate termination agreement with the county who is the terminating Party. In this event, the county who seeks to terminate shall pay any outstanding amounts and fees to the Administrator due under this Agreement. Any change (removal or addition) in the Parties listed in this Agreement, or the termination by a single county of that county's participation in this Agreement, shall not invalidate this Agreement or any obligations between the other Parties. In such event, this Agreement will remain in effect for the other Parties.
- D. Notwithstanding paragraph C, this Agreement may not be terminated without a separate written termination agreement.

6. Budget and Expenses.

- A. The Medical Examiner will prepare a proposed annual budget by May 1<sup>st</sup> for each ensuing fiscal year and will deliver such to the Alachua County Office of Management & Budget (fiscal year October 1 through September 30). The proposed budget shall include the separate amounts to be charged to each of the District 8 Counties, including Alachua County. The amounts due will be based upon an apportionment methodology for the Services provided by the Medical Examiner to such County plus the operational expenses of the Office during the fiscal year (hereinafter the "Budgeted Amount").
- B. Each of the District 8 Counties agree that Alachua County will be compensated a fee calculated at five percent (5%) for the administrative services provided by Alachua County under this Agreement ("Administrative Fee"). The Budget Amounts to be due and paid in paragraph 6(A) above, shall include a fee for the facility and the Administrative Fee.

- C. The Parties acknowledge that the Budgeted Amounts are anticipated to change each year during the term of this Agreement. The following estimates are provided:

The Budgeted Amount for April 12<sup>th</sup> 2024 through September 30<sup>th</sup> 2024 time period is estimated to be:

Alachua - \$1,194,712.37  
Baker - \$62,956.32  
Bradford - \$46,065.86  
Dixie - \$62,956.32  
Gilchrist - \$46,065.86  
Levy - \$121,306.64  
Union - \$16,890.95

The Budget Amount estimated for FY25 (Oct 1<sup>st</sup> 2024 – September 30<sup>th</sup> 2025) is:

Alachua - \$1,532,684  
Baker - \$126,774  
Bradford - \$92,762  
Dixie - \$126,774  
Gilchrist - \$92,762  
Levy - \$244,273  
Union - \$34,013

- D. Alachua County, as Administrator, shall deliver invoices to the other District 8 Counties and each County agrees to pay Alachua County the invoiced amounts. Alachua County will designate and inform the other District 8 Counties where payments are to be addressed and delivered.

7. Dispute Resolution. Any Party to this Agreement may notify the Administrator that it wishes to commence formal dispute resolution with respect to any default or unresolved problem under this Agreement. The Administrator then agrees to notify all of the other Parties of such. The matter will be submitted to a Florida Certified Circuit Court Civil Mediator, of the Administrator's choosing, for mediation to be held within 90 calendar days following the written notice of the Administrator. In the event the dispute cannot be resolved by mediation, it may be filed as a civil action in a court of competent jurisdiction in Alachua County, Florida. The Parties agree to waive the right to jury by trial. In the event of legal action, each Party agrees to bear its own attorneys' fees and costs.

8. Insurance. Each Party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. The contract with the Medical Examiner will require the Medical Examiner to provide proof of insurance coverage.

9. Assignment. This Agreement may not be assigned except with the written consent of the Parties.

10. Amendment. This Agreement may not be amended, modified, discharged, or rescinded, except by a written instrument duly executed by the Parties.
11. Public Records. Each Party acknowledges that they are a local government subject to Chapter 119, Florida Statutes and that each file and all papers pertaining to any activities performed for or in relation to this Agreement are public records available for inspection by any person, unless is confidential information or an exemption applies. The Parties acknowledge their own obligations as to public records.
12. Independent Contractor. The Parties intend that with regard to the provisions and respective responsibilities of this Agreement, the Parties are independent contractors and no Party shall receive any other benefits besides those expressly provided for herein. Persons employed by one Party are deemed not to be employees or agents of any other Party to this Agreement.
13. Indemnification. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party, nor shall anything included herein be construed as consent by any Party to this Agreement to be sued by third parties in any matter arising out of this Agreement. The Parties are State agencies or subdivisions of the State of Florida, as defined in Florida Statutes, and all Parties agree to be fully responsible for the acts and omissions of their own officers and employees, respectfully, to the extent permitted by law.
14. Responsibility. Nothing herein shall be deemed to be an assumption of liability of any County for any acts, inactions, omissions, or negligence of any other Party. Although Alachua County will provide a facility and administrative services as stated herein, the Parties acknowledge and agree that the Medical Examiner is responsible at any and all times for the operations of the Medical Examiner's Office and the Services provided. The Parties agree that Alachua County shall not be responsible, and it shall not be assumed that Alachua County is liable for the acts, inactions, omissions or negligence of the Medical Examiner, or his/her associates, employees and agents.
15. Conflict of Interest. The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the Parties certify that none of its officers, agents, or employees has any material interest (Section 112.312, Florida Statutes) either directly or indirectly, in the business of the other Parties to be conducted here, and that no such person may have any such interest at any time during the term of this Agreement. Each Party agrees to report to the other Parties any information that indicates a possible violation of this section.
16. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, acts of nature, state of emergencies, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, and any other cause whatsoever beyond the reasonable control of the Parties.
17. Governing Law and Venue. This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida.

Venue for any legal action resulting from this Agreement will lie solely in a court of competent jurisdiction in and for Alachua County, Florida.

18. Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted. The failure of any Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

19. Construction. This Agreement shall not be construed more strictly against one Party than against the others merely by virtue of the fact that it may have been prepared by one of the Parties.

20. Notice. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, to the certain County. Any Party may change its mailing address by giving to the other Parties, by hand delivery, United States registered or certified mail, notice of election to change such address.

21. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

22. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

23. Recording. The Parties agree that this Interlocal Agreement may be recorded in the Official Records of Alachua County, Florida, at the option and expense of Alachua County.

24. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties regarding medical examiner services for District 8 Medical Examiner and the Office. Any prior agreements by or between the Parties regarding medical examiner services is hereby terminated as of the effective date of this Agreement. Either prior to or promptly after execution of this Agreement, each of the Parties hereto agree to terminate any existing agreements that they may have, including any three-party agreement(s) with Dr. Thomas M. Coyne, M.D., Ph.D. and/or the University of Florida Board of Trustees, regarding medical examiner services for its own

county and/or District 8. This termination of such agreements is the purpose of ensuring that there is a joint operation of the District 8 Medical Examiner's Office and coordination with the appointed, or soon to be appointed, District 8 Medical Examiner.

**IN WITNESS WHEREOF**, the Parties have made and executed this Agreement on the respective dates under each signature by and through their representatives, who are authorized to sign.

**BOARD OF COUNTY COMMISSIONERS  
ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Mary C. Alford, Chair

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**BOARD OF COUNTY COMMISSIONERS  
BAKER COUNTY, FLORIDA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk

(SEAL)

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



**BOARD OF COUNTY COMMISSIONERS  
BRADFORD COUNTY, FLORIDA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk  
(SEAL)

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

**BOARD OF COUNTY COMMISSIONERS  
GILCHRIST COUNTY, FLORIDA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk  
(SEAL)

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

**BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk  
(SEAL)

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

**BOARD OF COUNTY COMMISSIONERS  
UNION COUNTY, FLORIDA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk  
(SEAL)

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

**BOARD OF COUNTY COMMISSIONERS  
DIXIE COUNTY, FLORIDA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk  
(SEAL)

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