



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices  
6495 Caroline Street, Suite M  
Milton, Florida 32570-4592



JAYER WILLIAMSON, District 1  
ROBERT A. "BOB" COLE, District 2  
W. D. "DON" SALTER, District 3  
ROB WILLIAMSON, District 4  
R. LANE LYNCHARD, District

TONY GOMILLION, County Administrator  
ROY V. ANDREWS, County Attorney  
JAYNE BELL, OMB Director

## MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Tony Gomillion, County Administrator

**DATE:** February 22, 2016

**SUBJECT:** Agreement with District Medical Examiner

### DISCUSSION

Discussion of agreement with the District Medical Examiner consistent with the established budget for FY 2016 in the amount of \$260,000.00.

### BACKGROUND

The County is required to fund reasonable fees associated with the medical examiners duties, and this agreement outlines those duties and expenses. This agreement would be renewed and a new budget established prior to the end of FY 2016. The agreement is included as backup.

**AGREEMENT FOR MEDICAL EXAMINER SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_, between SANTA ROSA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and ANDREA N. MINYARD, M.D., hereinafter referred to as DISTRICT MEDICAL EXAMINER.

*WITNESSETH:*

WHEREAS, pursuant to Chapter 406, Florida Statutes, Andrea N. Minyard, M.D., has been appointed District Medical Examiner in and for the Medical Examiner District One of the State of Florida; and

WHEREAS, Santa Rosa County is situated within District One and, Chapter 406, Florida Statutes, requires the Boards of County Commissioners, in each medical examiner district to establish and pay reasonable salary, fees, and expenses of the District Medical Examiner and her associates;

NOW, THEREFORE, in consideration of the covenants and assurances contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

1. This Agreement shall be effective from the 1st day of October 2015, through the 30th day of September 2016, and may thereafter be renewed for additional one year terms upon written agreement between the Parties evidenced by an amendment to this agreement.

2. The DISTRICT MEDICAL EXAMINER has been appointed in the manner described in Chapter 406, Florida Statutes, and shall serve the COUNTY in accordance with the provisions of said Chapter, and applicable rules and regulations of the Florida Department of Law Enforcement.

3. The DISTRICT MEDICAL EXAMINER shall perform all services for Santa Rosa COUNTY which are required of her by Florida law and regulations of the Florida Department of Law Enforcement. The DISTRICT MEDICAL EXAMINER is authorized to appoint such associate medical examiners, investigators and other personnel as are necessary to assist her in the performance of this Agreement; provided, however, the DISTRICT MEDICAL EXAMINER during this term of the Agreement, shall not engage more staff than were provided for in her approved budget for Fiscal Year 2015-2016 without first obtaining approval of the COUNTY.

4. The Parties recognize and agree that the DISTRICT MEDICAL EXAMINER, any associate medical examiners, and other personnel under her supervision shall in no way be deemed employees of the COUNTY, nor entitled to any benefits or protections afforded to COUNTY employees.

5. Not later than May 13, 2016 the DISTRICT MEDICAL EXAMINER, shall present the Board of County Commissioners of Santa Rosa County, Florida, with an annual budget for Fiscal Year 2016-2017 submitted in accordance with procedures established therefore by the County Budget Officer. Should this Agreement be transformed for subsequent one year terms, the DISTRICT MEDICAL EXAMINER shall submit annual budgets in the manner and time frame directed by the County Budget Officer.

6. The DISTRICT MEDICAL EXAMINER shall provide the COUNTY with evidence of professional liability insurance covering the DISTRICT MEDICAL EXAMINER, as well as any associates medical examiners and other personnel under her control and supervision, which insurance shall be in an amount satisfactory to the COUNTY and which shall be in full force and effect for the duration of the Agreement and any renewals thereof.

7. As consideration for the services to be provided for herein, the COUNTY shall compensate the DISTRICT MEDICAL EXAMINER an amount not to exceed the approved budget and all amendments thereto for Fiscal Year 2015-2016. The annual budget that has been approved by the COUNTY, prior to any amendments is Two Hundred, Sixty Thousand and 00/100 Dollars (\$260,000). Payment shall be made payable to the Office of the Medical Examiner and remitted as directed in writing by the DISTRICT MEDICAL EXAMINER as follows:

A. Salary, salary related and administrative expenses have been budgeted in the amount of Thirty-Two Thousand, Seven Hundred, Eighty-Seven and 00/100 dollars (\$32,787). Payment shall be made monthly based on actual expenditures.

B. Professional fees for services rendered by the DISTRICT MEDICAL EXAMINER are budgeted to be One Hundred, Seventy Thousand, Two Hundred, Twenty-Seven and 00/100 dollars (\$170,227). Payments for said services shall be made in equal monthly installments.

C. It is understood that certain services required pursuant to this Agreement shall be rendered by third parties on a contractual basis (i.e., lab/toxicology fees, x-ray fees, body removal services and consultations). The DISTRICT MEDICAL EXAMINER shall be responsible for contracting with and compensating said agencies for such services. The COUNTY will then reimburse the DISTRICT MEDICAL EXAMINER. The amount budgeted for services provided by contractual agencies is Twenty-Three Thousand, Two Hundred, Forty and 00/100 dollars (\$23,240). Payment shall be made monthly based on actual expenditures.

D. Other operating expenses (e.g., travel, communications, utilities, supplies, and other items) are budgeted in the amount of Thirty-Three Thousand, Seven Hundred, Forty-Six and 00/100 dollars (\$33,746). The

DISTRICT MEDICAL EXAMINER shall be responsible for direct payment of such expenses. The COUNTY will then reimburse the DISTRICT MEDICAL EXAMINER. Payment shall be made monthly based on actual expenditures.

- E. Capital Outlay expenses in the amount of 00/100 Dollars (\$0).
- F. Only those services that are billed and approved for payment by the DISTRICT MEDICAL EXAMINER or her designee will be paid by the COUNTY. DISTRICT MEDICAL EXAMINER shall provide the COUNTY on a monthly basis with a detailed invoice indicating all services performed up to the date of the invoice for each of the above expense Classifications. For Services specified in Paragraph 7C and 7D, said invoices shall include supporting documentation (e.g., copies of vendor invoices paid by the DISTRICT MEDICAL EXAMINER). Requests for payment of the invoices submitted shall be sent directly to the Board of County Commissioners, 6495 Caroline Street, Suite M, Milton, Florida 32570.

8. It is expressly understood by the Parties hereto that this Agreement is Contingent upon the continued appointment of Dr. Andrea N. Minyard as the DISTRICT MEDICAL EXAMINER for District One of the State of Florida. In the event that Dr. Minyard vacates this position, this Agreement shall terminate on the effective date of the vacation of the position.

9. The failure of any Party to comply with any provision of this Agreement shall place that Party in default, the non-defaulting Party shall notify the defaulting Party in writing. The notification shall make specific reference to the provision which gave rise to the default. The defaulting Party shall then be entitled to sixty (60) days in which to cure the default. In the event said default is not cured within said time, this Agreement may be terminated by the non-defaulting Party. The failure of any Party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance.

10. Notwithstanding any other provision of this Agreement to the contrary, it is expressly agreed by the Parties that this Agreement shall be subject to the availability of funds lawfully appropriated by the COUNTY for the purposes described herein, and, if at any time the COUNTY no longer has funds available to continue this Agreement, or any part thereof, the COUNTY may terminate this Agreement upon five (5) days written notice to the DISTRICT MEDICAL EXAMINER. However, the COUNTY is responsible for payment for autopsy and related service, as established and rendered prior to the date of termination, shall continue until such services have been paid for.

11. The COUNTY stipulates, agrees and understands the terms of this Agreement contemplate the anticipated activities and workload of the DISTRICT

MEDICAL EXAMINER based upon past statistics and reasonable projections. The COUNTY agrees that in the event the maximum payable amount has been dispersed, the COUNTY shall reimburse the DISTRICT MEDICAL EXAMINER for all related expenses as are submitted to the COUNTY.

12. Any rights or obligations under this Agreement shall not be assigned without the prior written consent of the non-assigning Party.

13. This Agreement may be amended or modified upon written agreement between the Parties. As provided in Section I hereon, this Agreement may be renewed annually. The DISTRICT MEDICAL EXAMINER is responsible for advising the COUNTY of her desire to renew this Agreement at least thirty (30) days prior to its termination date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes herein expressed, on the day and year first above written.

ATTEST:

CLERK OF THE CIRCUIT COURT

SANTA ROSA COUNTY  
by and through its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Donald C. Spencer

By: \_\_\_\_\_  
Lane Lynchard, Chairman

DISTRICT MEDICAL EXAMINER

By: \_\_\_\_\_  
Andrea N. Minyard, M.D.