

# DOMES Meeting Minutes – August 16, 2023

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Wednesday, August 16, 2023, at 2:00 PM  
Okaloosa County Board of Commissioner's Office  
Suite 302

**Committee Members:** Dan Schebler (DS), COO, Dr. Deanna Oleske (DO), CEO, Craig Coffey (CC), President, Melissa Thomason (MT), Secretary, Brad Baker (BB), Director, Eric Gilmore (EG), Director.

Call to Order: CC called the meeting to order at 2:00pm

1. Roll Call: Dan Schebler (DS), COO, Dr. Deanna Oleske (DO), CEO, Craig Coffey (CC), President, Melissa Thomason (MT), Secretary, Brad Baker (BB), Director, Eric Gilmore (EG), Director.
2. Public Forum: No public comments
3. Approval of Minutes: CC requested the following corrections to the June 7, 2023, meeting minutes:
  - a) Item 4 – “CC made a motion” is incorrect, should be “CC asked for a motion”, MT moved and BB seconded; All in favor”.
  - b) Item 7 – CC seconded a motion” is incorrect

***Mr. Coffey asked for a motion to approve the June 7, 2023, meeting minutes with the above-mentioned corrections. Melissa Thomason made a motion to approve; Eric Gilmore seconded; All in favor.***

4. **Discussion on Item I (Lease Extensions)**  
Sacred Heart Hospital (SHH)
  - a. A few weeks back Mr. Schebler and Mr. Coffey met with the new acting president of SHH and earlier this week Dan and Dr. Oleske met with the acting President. At this time DOMES would like to extend the lease with SHH for two years through 9/30/26. Board directed that an extension through 9/30/2027 be sought with the same termination clause as currently exists.

Corporate Woods

- a. DOMES Would like to extend the lease with Corporate Woods through 9/30/26.

Mr. Schebler added both the lease with SHH and Corporate woods have termination clauses, and all leases will come before the DOMES Board for final approval.

Commercial Space Lease

- a. Rents for \$9,000 per month and has an annual escalator annually on the payment around 3%.
- b. In the renewal process of the lease a request to have a termination clause to be requested.

Mr. Coffey recommended having the SHH and Corporate Woods leases written to extend for three years and to make the terms of each lease similar.

***Board direction provided to staff no vote/action required.***

## 5. Discussion Item II – (Grants)

### FDLE

- a. Approval of grant 3W010-\$1.5M

Mr. Schebler is seeking the DOMES Board approval of the grant agreement/contract with FDLE.

Mr. Coffey inquired about the following Scope of Work and suggested removing the “construction manager” in the third bullet until it is determined if the development will be a design-bid-build or a design-build/CMAR.

***Mr. Coffey stated there is a consensus among the DOMES Board to approve the grant as is, with the amended scope to remove “construction manager” language.***

### Update on grant 7G003 0- \$500K

- a. Approximately \$400K funding remaining and the contract to utilize the funding expires December 31, 2023.
- b. DOMES has been granted an extension once already.
- c. Recommendation is to ask the grantor for an extension until December 31, 2024.

### Escambia Health Facilities Authority (ECHFA) Grant Award \$50K

- a. Funding was approved by DOMES Board to purchase two new vehicles for DOMES.
- b. The ask is to have the DOMES Board consider amending the budget to add \$20K to the \$50K grant for the purchase of two vehicles, for purchase off the Florida Sheriff Associations pre-negotiated procurement pricing.

***Mr. Coffey entertained a motion to accept the \$50K grant and amend the budget to by \$20K to be used in addition to the \$50K for the purchase of two new vehicles for DOMES and ask that the vehicles be shopped on the open market with local dealers in comparison to the Sheriff’s Association pricing for the best value.***

## 9. Discussion Item III – (Amended and Restated Interlocal Operating Agreement)

Mr. Schebler stated the amended and restated Interlocal Agreement. This version brings:

- a) Clarification for the Apportionment Methodology that is not in the existing agreement.
- b) Clears up inconsistencies within the original Interlocal Agreement.
- c) Spells out the responsibilities of DOMES as well as maintaining the DOMES Board oversight and removes Santa Rosa County as the administrative coordinator.
- d) Must be approved by DOMES Board so that it can align with the County Budgets with each respective Board of County Commissioners and invoice can be sent each County in October.
  - i. Invoice for payment will change from being sent to the counties semi-annual to quarterly. This helps the process of capital purchases, vehicles, etc.
  - ii. Original draft of the Interlocal Agreement was created by Dan Schebler, Craig Coffey, and Lynn Hoshihara.

Mr. Schebler is asking the DOMES Board for any comments regarding the draft version from the county attorney’s (Okaloosa and Escambia) to be addressed and worked through at this time.

**Mr. Coffey addressed the following areas in the Amended and Restated Interlocal Agreement:**

- 1) Page 1 The second WHEREAS clause – says “contributing counties” (check strike through copy) – has been removed from the document all together, appears to be a typo.

## Section 3 (a) Annual Budget Process

- a) SRC attorney provided feedback which said, “simple majority and super majority” both imply a three-county vote for approval.
  - i. Propose deleting Simple and Super and keep “majority”
  - ii. For Capital expenditures the majority vote should be a four-county vote for approval.
- b) Mr. Gilmore express concerned about and 15% percent rollover
  - i. Reserves up to 15% are not typical
  - ii. 15% as a stand-alone agency, ensures help can be provided in the event of disaster preparedness, etc.
  - iii. Mr. Schebler added that there is a statement in the agreement that says “anything more than that percent will be returned.

Mr. Coffey suggested the County Attorneys consult this section for specific language that is allowable but cautioned that the Interlocal Agreement the understanding should be that if three counties approve it is considered a reasonable operating budget or cost. If the fourth county feels it is not reasonable then the other three counties through this document are attesting, it to be reasonable.

- Changing the financial person from SRC to the DOMES entity.
- Create general budget language regarding the steps to the budget approval process.
- Get rid of the Annual Interlocal Amendment requirement to be approved annually by each of the four respective counties instead having it approved during the budget annually.
- Percentage each county pays annually for “attributable” vs “non-attributable” deaths – this consist of 10% percent of the cases. – All DOMES Board members agree with this formula.
  - Recommend adding “capital cost will be paid by January 1, of each year”.

## 2) Section 4 Approval and Funding of Large Capital Project and Equipment Expenditures

Mr. Coffey states he has concerns with Section 4 due to the lack of comfort level with all involved working party relationships going down the road to approving Capital funding.

- a. Recommendation to remove paragraph (f) in its entirety.
- b. Mr. Coffey suggested writing for under \$1M dollars which ensures if in a position to approve a piece of equipment, i.e., a Lodox machine or some other large piece of equipment for approval by the DOMES Board, excess of \$1M requires approval by the four respective county commissions.

## 3) Section 11 Conflict of Interest

Mr. Coffey recommended deleting this section as it is already in Florida Statutes as far as conflicts of interest are concerned.

## 4) Section 12 Dispute Resolution

The DOMES Board Members do not have strong opinions on the language on the language in this section and defer to the four respective County Attorneys to confer on potential new language.

## 5) Section 13 Entire Agreement

- a) Section 13 (a) – recommend deleting the first sentence of this section as it does not seem appropriate to have the ME office entering into contracts with just one county without DOMES being a party to the agreement.
- b) Previously tried breakout Transport and Investigative services for the agreement, should

revisit providing the breakout of services in the updated agreement.

- c) All other languages in Section (a) is fine.
- 6) Section 17 Prior Agreements Superseded and Repealed  
Attorneys review language for considerations.
- 7) Section 21 Termination
  - a) Amend language to read, ***“Terminate the agreement any time prior to the next fiscal year with 90 to 120 days’ notice.”***

Section review complete. County Attorney Lynn Hoshihara will take the lead and coordinate efforts with each of the four respective county attorneys to review and make agreed upon and requested edit to the Amended and Restated Interlocal Agreement. A copy of the edits to the Amended and Restated Interlocal Agreement should be emailed to the DOMES Board members for review in the next two weeks.

## 10. Discussion Item IV – Capital Funding Agreement

Lynn Hoshihara shared that the document has been seen by all four respective counties; the only outstanding issue noted is who will own the property.

Mr. Coffey added there are two paths:

- 1) Option 1 – Continue using the percentage method across counties, however, there still must be some sort of reconciliation between the ME office and Escambia county.
- 2) Option 2 – Use the percentage method across three counties, which would require getting County Commission Board approvals for this route
  - a. Each of the three respective counties would take on additional costs of the facility and autopsy expenses.
  - b. Would need to hire a litigation/budget attorney
  - c. Consider building a facility to lease by either DOMES or the ME
  - d. Okaloosa not sure all Commission votes would be in favor
  - e. SRC prefers not to get into a situation which requires pursuing legal support or losing any state funding previously secured.
  - f. Walton agrees

Recommendation is for each of the three respective county attorneys’ (Walton, Okaloosa and SRC) get together to understand what this would mean to the counties from a cost perspective and advise the DOMES Board members of any legal implications.

- a. Mr. Schebler stated with the Escambia County proposed apportionment, minus one portion, the costs would approximately \$533K annually on a ten year note at 3%.
- b. Mr. Schebler added that Escambia County has not voted on the facility matter in three years. The last time Escambia voted was in November 2020, 5-0 in favor of approving the funding and building a centrally located facility.
- c. Currently there is a draft agreement created by Escambia County that Commissioner Bender worked very hard on, but no action has been taken.
- d. Recommendation for county attorneys to continue to work on the agreement and upon completion present to Escambia County Commission Board first.
- e. If new facility is funded by four counties, four counties (DOMES) should own the facility.

## 11. Discussion Item IV – CEO/COO Report

Mr. Schebler provided the DOMES Board with financials from May and June, noting July financials will be presented at next month’s meeting.

- 1) Mr. Schebler will send the DOMES Board the general ledger reports for May and

June.

2) Other items to address are:

- a. Mr. Baker raised an issue about the photography line item and the expenditure beyond budget. The overage was for the purchase of photo software for presentation purposes and to do research.
- b. Mr. Coffey stated he had a request to separate the legal expenses from the accounting expenses.
- c. Mr. Schebler added legal fee line item is small; the accounting fee line item is big because of the audit.
- d. Dr. Gallagher resigned in April. Dr. Pagacz joined the office in July.
- e. Due to the doctor shortage the Locums line-item trend is up due to moving funds between staff salaries and employee costs that would have been used for an in-house doctor over to the Locums line.
- f. Trending to come in slightly under budget this year.
- g. Form 990 signed and submitted because the due date was 8-12-2023.
- h. The audit is in draft form and that will come back to the DOMES Board in either September or October for finalization.
- i. The fiscal year has been changed to match the county fiscal year, which means the audit is a short year audit from January 1 to September 30, 2022.
- j. D1MEO is now affiliated with Florida State University, and we have a forensic pathology fellowship, and are working through the processes for full accreditation.
- k. Have a local candidate that will start the fellowship July 1, 2024.
- l. Project Task Order Update – I have asked Caldwell to work on the schematic design and update the task order. The only thing we are waiting on is Pace water and SRC Development Services.
- m. The schematic design will exhaust most of the remaining \$500K funding allocation which is approx. \$390K .

***Mr. Coffey asked for a motion to accept the financials as is, Mr. Baker moved; Ms. Thomason seconded; All in favor.***

**12. Next Steps:**

- Mr. Schebler to prepare lease extension for three years – 9-30-27 and will ask for a termination clause to be added to the commercial lease with a 90- or 120-day advance notice.
- Mr. Schebler to ask the legislature to extend the \$500K grant until December 31, 2024.
- County Attorneys to meet to discuss and finalize Operating Interlocal Agreement.
- Send the DOMES Board members the estimated cost to pursue or compel Escambia county to participate that each of the three respective counties would have to cover.
- Consider inviting the DOMES attorney, Angie Jones, to future meetings for input.

**13. Other Business:**

None

**14. Next Meeting**

September 20, 2023, at 2:00pm  
Santa Rosa County Administrative Complex

Meeting Adjourned: 3:21pm