

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Sixth Renewal, Amendment and Restatement of County of Volusia Interlocal Agreement for Provision of Medical Examiner Services to the County of Seminole

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: Michele Saunders

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Sixth Renewal, Amendment and Restatement of County of Volusia Interlocal Agreement for Provision of Medical Examiner Services to the County of Seminole.

County-wide

Michele Saunders

BACKGROUND:

The Seminole County Board of County Commissioners originally approved the Interlocal Agreement with Volusia County to provide Medical Examiner Services for Seminole County on March 18, 1999. By mutual agreement the two (2) counties have continually renewed this Interlocal Agreement on an annual basis, beginning October 1, 2000. The annual renewal period was subsequently amended in the Second Renewal to provide for a two (2) year renewable period.

We are currently working under the "Fifth Renewal" which expires on September 30, 2009. The attached "Sixth Renewal" extends the Agreement through September 30, 2011. The rate for reimbursement remains the same (\$1,800.00) for each and every death certification following autopsy, examination, or investigation. Based on data provided and reviewed regarding the past two (2) years of reimbursements and Medical Examiner's activity, the current budgeted amount \$496,800 should be sufficient.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Sixth Renewal to the Volusia County Interlocal Agreement for provision of Medical Examiner Services for Seminole County, Florida.

ATTACHMENTS:

- 1. Agreement

Additionally Reviewed By: <input checked="" type="checkbox"/> County Attorney Review (Susan Dietrich)

**SIXTH RENEWAL, AMENDMENT AND RESTATEMENT OF
COUNTY OF VOLUSIA
INTERLOCAL AGREEMENT
FOR
PROVISION OF MEDICAL EXAMINER SERVICES
TO
THE COUNTY OF SEMINOLE**

THIS SIXTH RENEWAL, AMENDMENT AND RESTATEMENT of the County of Volusia Interlocal Agreement for Provision of Medical Examiner Services to the County of Seminole, hereinafter referenced as this Agreement, is entered into by and between the County of Volusia, a body corporate and politic, and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, Deland, Florida 32720, hereinafter referenced as "VOLUSIA" and the County of Seminole, a political subdivision of the State of Florida, with administrative offices at 1101 East First Street, Sanford, Florida 32772, hereinafter referenced as "SEMINOLE."

WHEREAS, VOLUSIA and SEMINOLE entered into the original above referenced Agreement on March 18, 1999, for VOLUSIA to provide the facility, equipment and personnel necessary to perform all legally required medical examiner services for the District 24 Medical Examiner Office on behalf of SEMINOLE; and

WHEREAS, Section 17 of the original above referenced agreement provides for a term from February 1, 1999 through September 30, 2000, and annual renewal of one year terms thereafter; and

WHEREAS, VOLUSIA and SEMINOLE entered into the First Renewal on July 26, 2000, to extend the term of the original Agreement through September 30, 2001; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Second Renewal on September 25, 2001, to extend the term of the original Agreement through September 30, 2003, and to thereafter allow for biennial renewal of the Agreement upon the same or modified terms; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Third Renewal on August 26, 2003 to modify the compensation amount and to extend the term of the Agreement through September 30, 2005; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Fourth Renewal on September 16, 2005, to extend the term of the Agreement through September 30, 2007; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Fifth Renewal on August 23, 2007, to extend the term of the Agreement through September 30, 2009; and

WHEREAS, the parties desire to renew, amend, and restate the original Agreement to incorporate all terms of the original Agreement and amendments into one single document to continue to enjoy the mutual benefits this Agreement provides; and

WHEREAS, the parties desire that there be a biennial renewal of the original Agreement from October 1, 2009 through September 30, 2011.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. RECITALS

1. VOLUSIA is authorized by Subsection 125.01(p), Florida Statutes, to "...enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other of any of either agency's authorized functions."
2. Public agencies (including VOLUSIA and SEMINOLE) are authorized by Subsection 163.01 (14) Florida Statutes, to enter "...into contracts for the performance of service functions of (such) public agencies..." but the authorization of the subsection "...shall not be deemed to authorize the delegation of the constitutional or statutory duties of ...county ...officers." The parties expressly deny any intent, express or implied, in this Agreement to provide for delegation by SEMINOLE of its constitutional or statutory duties to VOLUSIA.
3. The foregoing statutory authorization for interlocal agreements is granted to counties for the purpose of permitting "local government units to make the most efficient use of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." Subsection 163.01(2), Florida Statutes.
4. Pursuant to Section 406.05, Florida Statutes, the Medical Examiners Commission for the State of Florida has established medical examiner districts 7 and 24, respectively, for VOLUSIA and SEMINOLE, wherein the medical examiners are required to perform all of the responsibilities described in Florida Statutes Chapter 406 and Florida Administrative Code Chapter 11G-2.
5. VOLUSIA is a home rule charter county with a medical examiner established by ordinance enacted pursuant to the charter, whereby the medical examiner is appointed by the County Manager and serves at the pleasure of the County Manager.
6. SEMINOLE is a home rule charter county with a medical examiner appointed pursuant to Florida Statutes Chapter 406.

7. VOLUSIA has the facility, equipment and personnel to perform all legally required medical examiner services, and is ready, willing and able to provide such services for the District 24 Medical Examiner Office on behalf of SEMINOLE.

8. The Board of County Commissioners for SEMINOLE after evaluation of options for the provision to its residents of medical examiner services, has made a legislative determination that the interests of its residents will be best served by contracting with VOLUSIA for provision of such services, which services will be performed by VOLUSIA personnel at the District 7 Medical Examiner's Office, located at 1360 Indian Lake Road, Daytona Beach, Florida.

9. VOLUSIA certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified, to perform the services enumerated herein for the benefit of SEMINOLE.

10. The foregoing representations and recitals are hereby adopted as a material part of this Agreement.

11. **PURPOSE.** The purpose of this Agreement is for VOLUSIA to provide medical examiner services to SEMINOLE (hereinafter, the "Contract Services") at an agreed upon level of service ("LOS") as reflected herein, in lieu of SEMINOLE using its own personnel, facility and equipment therefore.

12. **VOLUSIA MEDICAL EXAMINER SERVICE.** VOLUSIA shall manage the delivery of the Contract services by allocating service task responsibilities along the organizational lines of the County Medical Examiner Division (hereinafter, "Division"). The Director of the Division (or his or her designee) shall be VOLUSIA'S liaison to SEMINOLE for purposes of performance, interpretation, and implementation of this Agreement.

13. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of SEMINOLE within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that VOLUSIA shall not have the right to require or compel the exercise of ad valorem taxing power of SEMINOLE, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of SEMINOLE, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of SEMINOLE and VOLUSIA.

14. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the managerial and policy decisions of SEMINOLE. VOLUSIA shall have the responsibility for the operational management of the actual work. In cases where specific professional standards are applicable to the performance of such tasks, VOLUSIA'S designated officer in charge (OIC) or his or her designee, shall have the authority for decision making within that realm. The Division Director or the OIC shall be available on a

regular basis to the Seminole County Manager, or the OIC, to provide consultation and recommendations to SEMINOLE in its general management decisions as contemplated herein.

15. **LEVEL OF SERVICE.** VOLUSIA agrees to provide the personnel, facility and equipment provided for herein at the level of service required by Florida Statutes Chapter 406 and Florida Administrative Code Chapter 11G-2. Should SEMINOLE desire that VOLUSIA provide services either different in kind, or at a higher level than that contemplated herein, the Seminole County Manager shall make written request therefore to the Volusia County Manager. Any agreed-upon modification to the level of service shall be reduced to writing and approved by both parties. Any reduction in level of service desired by SEMINOLE shall only be effective at the beginning of a new contract year unless both parties agree otherwise.

16. **PERSONNEL MATTERS.** VOLUSIA shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not require any particular VOLUSIA employee to be dedicated full time to the Contract Service. All VOLUSIA personnel assigned to perform Contract Services shall be within the sole discretion of VOLUSIA, and said personnel shall remain subject only to VOLUSIA merit rules and regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any allegation of a disciplinary nature by SEMINOLE regarding a VOLUSIA employee shall be referred to the Division Director for VOLUSIA, which shall remain the "appointing authority" for such employee, for all purposes designated under the VOLUSIA Merit Rules. Such VOLUSIA employee shall have no right to select or choose any disciplinary procedure available to SEMINOLE employees. The appointment by SEMINOLE of a VOLUSIA employee to serve as District 24 Medical Examiner shall not effect the terms of this Agreement or, in particular, this provision.

17. **TERM.** This Agreement's original term was February 1, 1999, through September 30, 2000, notwithstanding the date of execution by the parties. By mutual agreement, the parties may renew this Agreement annually, for an additional twelve (12) month term, upon the same or modified terms. The Agreement is hereby renewed for the term of two (2) years from October 1, 2009, through September 30, 2011, unless terminated sooner, as provided for therein. Should SEMINOLE desire to renew this Agreement, or any subsequent renewals, it shall notify VOLUSIA thereof, in writing, no later than sixty (60) days prior to the expiration date thereof. Should VOLUSIA desire to increase the cost of its service provided under this Agreement, it shall notify SEMINOLE in writing of its intent to raise such costs and the proposed amount of said increase no later than March 1st prior to the start of the term incorporating the proposed increase.

18. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Section 19, given not less than ninety (90) days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefore is signed by the employee, official, or representative of the other party.

19. **NOTICE.** The notice required to be given in this Agreement, unless otherwise notified in writing, shall be provided to the following:

For VOLUSIA:

County Manager
Administration Center
123 West Indiana Avenue
Deland, Florida 32720

For SEMINOLE:

County Manager
County Services Building
1101 East First Street
Sanford, Florida 32771

20. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto, any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

21. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."

22. **SEVERABILITY.** If any provision of this agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a Court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

PART II. SPECIFIC SERVICES

23. **MEDICAL EXAMINER SERVICES.** VOLUSIA shall provide, on behalf of SEMINOLE for Medical Examiner District 24, any and all examiner services required by Florida Statutes Chapter 406 and Florida Administrative Code Chapter 11G-2, which shall include such examinations, investigations and autopsies as defined in Florida Statutes Chapter 406, including but not limited to Section 406.11, Florida Statutes.

PART III. TERMS OF COMPENSATION

24. **MONETARY PAYMENT.** Compensation shall be paid by SEMINOLE to VOLUSIA as follows: ONE THOUSAND EIGHT HUNDRED (\$1,800.00) DOLLARS for each and every death certification following autopsy, examination, or investigation; payable within thirty (30) days of invoice receipt for services rendered. In addition, VOLUSIA shall be entitled to collect and receive the THIRTY (\$30.00) DOLLAR service fee from funeral homes for each SEMINOLE cremation approval issued by the Medical Examiner's office, authorized by Seminole County Resolution No. 99-R-38 for each body examined for SEMINOLE for purposes of cremation. Collection of said service fee shall be the sole responsibility of VOLUSIA; failure to collect said fee shall not result in assessment of said fee against SEMINOLE and SEMINOLE shall in no way be liable for payment of said fees from such funeral homes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature, for the purposes stated herein.

ATTEST:

COUNTY OF VOLUSIA

By: _____

Name: James T. Dinneen
Title: County Manager/Clerk

Dated: _____

By: _____

Name: Frank T. Bruno, Jr.
Title: Council Chair

Dated: _____

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____

BOB DALLARI, Chairman

Dated: _____

MARYANNE MORSE
Clerk to the Board of County
Commissioners of
Seminole County, Florida

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney