



Interoffice Memorandum

AGENDA ITEM

January 12, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Yolanda G. Martinez, EdPhD., PhD., Director
Health Services Department

FROM: Joshua Stephany, M.D., Manager
Medical Examiner's Office
Contact: 407-836-9424

SUBJECT: Agreement with Osceola County Regarding Unclaimed/Abandoned
Personal Effects of Deceased Persons Brought to the Medical
Examiner's Office
Consent Agenda – January 25, 2022

Throughout the years, Orange County and Osceola County Governments have requested certain protocols be followed at the Medical Examiner's Office in regards to handling Osceola County indigent decedents and the personal property that is brought in with the decedents. Due to new leadership within both counties, a formalized agreement was drafted by Osceola County and submitted for review and execution to Orange County. After legal review by the County Attorney's Office, the agreement is now being submitted for execution. The agreement identifies each county's responsibilities regarding unclaimed/abandoned personal effects of deceased persons. This agreement lists the same actions followed for Orange County decedents brought to the Medical Examiner's Office.

ACTION REQUESTED: Approval and execution of Memorandum of Agreement between Osceola County and Orange County commencing upon the date of signature by both parties. There are no monetary costs associated with agreement.
(Medical Examiner)

Attachments

C: Danny Banks, Deputy County Administrator
John Goodrich, Deputy Director, Health Services Department

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, FL 34741 hereinafter referred to as the "COUNTY" and ORANGE COUNTY, a political subdivision of the State of Florida, 201 South Rosalind Avenue, Orlando, FL 32801, on behalf of the Medical Examiner's Office, hereinafter referred to as the "MEO".

WHEREAS, the COUNTY provides burial or cremation services for the indigent pursuant to Chapter 406, Part II of the Florida Statutes; and

WHEREAS, the COUNTY through its Human Services Department provides oversight for the operational activities and management of the unclaimed/abandoned and/or indigent decedents, that expired within Osceola County boundaries; and

WHEREAS, the MEO refers unclaimed/abandoned and/or indigent persons that expire within Osceola County boundaries to the designated contract providers for the COUNTY; and

WHEREAS, the MEO provides for and maintains the integrity, security, and preservation of all unclaimed/abandoned personal property including money of deceased persons who died in Osceola County in accordance with the Florida Statutes and the Medical Examiner's Office procedures.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1- This Memorandum of Agreement shall supersede all previous agreements between the parties regarding unclaimed/abandoned property and/or indigent persons who died in Osceola County.
- 2- The COUNTY will provide MEO with a copy of the agreement with the contracted Funeral Homes every time a new agreement is signed by the COUNTY.
- 3- The MEO shall determine the reasonable amount of time that they will hold a body once the necessary activities of the Medical Examiner's Office have been completed.
- 4- The MEO will maintain a rotation list of the funeral homes contracted by the COUNTY on a monthly basis.
- 5- The MEO will retain the personal property, including personal items and money, in hopes of locating the next-of-kin or to enable interested parties to make a claim for the personal property for a period of one year in accordance with the law.
- 6- If during the one-year retention period the next-of-kin is located, they will be advised that they can contact the MEO to arrange for pickup of the property.

- 7- In those cases where no next-of-kin or "legally authorized person" (as defined by FS 497.005) is found to make funeral arrangements; the personal property of the decedent will be handled in the following ways.
- a. Upon release of the unclaimed body to one of the Osceola County contracted funeral homes, if the MEO has completed inventory of the personal effects and the cash on hand exceeds \$200, Osceola County should be contacted to make arrangements to pick up the funds.
 - b. If the personal property has negligible or no reasonably discernible monetary value, and the retention period of one year has been reached, the items will be destroyed by the staff at the Medical Examiner's Office. (Examples of such items are combs, matches, plastic cigarette lighters; clothing and miscellaneous papers.)
 - c. If the personal property has a monetary value and the retention period of one year has been reached, the Osceola County Human Services Department or designee will make the necessary arrangements to pick up the items for proper disposition. The MEO will provide paperwork with the following details:
 - a. Medical Examiner case number
 - b. Decedent's name
 - c. Law enforcement case number (if assigned)
 - d. Date of death
 - e. Description of items.

Proper Disposition of Personal Effects Released By MEO

- 1- Upon receiving cash from MEO in the amount of \$200 or more, Osceola County Human Services will send the funds to the Comptroller's Office for deposit under the Burial and Cremation Program account or any other appropriate account.
- 2- If Osceola County has made arrangements for burial or cremation as the legally authorized entity, the money will be deposited in the Burial and Cremation Program account or any other account as appropriate to recoup the money for the county as payments toward the cost of the burial or cremation services.
- 3- If Osceola County did not fund the funeral arrangements or there were excess funds above the cost of the funeral arrangements, that money will be held in an account established by the Osceola County Comptroller in the event that the next of kin is located within a twelve-month period.
- 4- If Osceola Human Services (OHS) has located next-of-kin, the family will be contacted and informed that they can come to the office to pick up any personal effects including any money that will exceed to the cost of the burial or cremation arrangements.

- a. The legally authorized person, as defined in Florida Statutes section 497.005(43), will have to show some form of identification, provide a notarized statement asserting the degree of kinship and sign the list of the items he/she is receiving from the county staff. A copy of the identification and the signed documents will be placed in the decedent's file.
 - b. If the legal next-of-kin wants someone else to pick up the items, the designated person must provide a notarized signed statement from the legal next-of-kin listing this person to do so, as well as producing a form of identification. A copy of the identification, the signed document listing the items and the notarized statement from the next-of-kin will be placed in the decedent's file.
 - c. If the legal next-of kin is from outside of the area and he/she wants OHS to mail the personal effects, we can do so at his/her expense. A copy of his/her State Identification, a notarized statement asserting the degree of kinship and his or her desire for OHS to mail the items at his/her expense must be received prior to sending out the items. A copy of all communications with the next-of-kin will be placed in the decedent's file as well as any US Postal Service Certified Mail and Return Receipt.
- 5- Upon receiving any other personal effects from MEO including money under \$200, the money will be deposited as appropriate with the Comptroller's Office and the personal effects will be kept in the Human Services safe box for a twelve-month period. After the completion of the twelve months, an evaluation of the personal effects will be conducted. If there are any items with a monetary value, these items will be given to the appropriate Osceola County department to be auctioned.
- 6- If the personal effects do not have tangible value (i.e., non-valuables), the Human Services Department Director will destroy these items as suitable, and a signed form accounting for the destruction of the property will be placed in the file.

(Signature on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Memorandum of Agreement effective this _____ day of JAN 25 2022, 2022.

**BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA**

By: [Signature]
Chairman/Vice-Chairman

ATTEST:

[Signature]
Clerk/Deputy Clerk of the Board

**ORANGE COUNTY, FLORIDA
By: Board of County Commissioners**

By: [Signature]
Jerry L. Demings
Orange County Mayor

Date: 25 January 2022

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: [Signature]
Deputy Clerk

