



Interoffice Memorandum

AGENDA ITEM

September 21, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THRU: George A. Ralls, M.D., Deputy County Administrator
County Administrator's Office *J. Goodrich*

FROM: Joshua Stephany, M.D., Manager
Medical Examiner's Office
Contact: 457-836-9424

SUBJECT: Medical Examiner Services Agreement between
Orange County, Florida and Osceola County, Florida (Y17-327)
Consent Agenda – October 3, 2017

The existing medical examiner services agreement (Y11-285) between Orange County and Osceola County expires on September 30, 2017. Because both parties wish to continue these services, Orange County drafted a new agreement. The content of the new agreement was reviewed by the County Attorney's Office, Risk Management Division, and the Procurement Division, as well as by Osceola County. The agreement requires the Medical Examiner's Office to handle all statutory duties for Osceola County, and in return, Osceola County agrees to pay \$945,388 for the services rendered. The payment is divided into four quarterly payments. The total owed was derived from the total FY 2018 budget submitted to Orange County's Office of Management and Budget multiplied by the percentage of the Osceola caseload handled by the Medical Examiner's Office during the previous 12-month period, which included July of the previous year through June of the current year.

ACTION REQUESTED: Approval and execution of Y17-327 Orange County, Florida and Osceola County, Florida Medical Examiner Services Agreement and authorization for the Mayor or designee to sign future renewals of the agreement for five additional one-year periods upon the mutual written agreement of the parties. Osceola County agrees to pay Orange County \$945,388 for the period of October 1, 2017 through September 30, 2018. **(Medical Examiner's Office)**

JS:sb

Attachments

BCC Mtg. Date: October 3, 2017

Y17-327

ORANGE COUNTY, FLORIDA

and

OSCEOLA COUNTY, FLORIDA

MEDICAL EXAMINER SERVICES AGREEMENT

THIS AGREEMENT is made by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, hereinafter referred to as “**ORANGE COUNTY**”, and **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, hereinafter referred to as “**OSCEOLA COUNTY**”.

WITNESSETH:

WHEREAS, OSCEOLA COUNTY finds that provision of services by ORANGE COUNTY to provide assistance to OSCEOLA COUNTY in regards to conducting investigations and autopsies is a valid County purpose, and

WHEREAS, ORANGE COUNTY performs such services in the course of its activities and operations, and

WHEREAS, OSCEOLA COUNTY desires to contract with ORANGE COUNTY to perform such services for the benefit of the citizens of OSCEOLA COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants between ORANGE COUNTY and OSCEOLA COUNTY, it is agreed as follows:

1. **SERVICES**: ORANGE COUNTY agrees to provide OSCEOLA COUNTY with all services and functions normally relating to the Office of District Medical

Examiner, District Nine, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.

2. **STAFF, FACILITIES, AND EQUIPMENT:** ORANGE COUNTY shall notify OSCEOLA COUNTY in a timely manner if sufficient staff, facilities, and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify OSCEOLA COUNTY of any such deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 7.
3. **SUPPLIES SERVICES AT LOWEST COST:** ORANGE COUNTY shall use its best efforts to obtain, at the lowest practical cost, all supplies and services used by it in the performance of this Agreement.
4. **BILLING AND PAYMENT:**
 - a. OSCEOLA COUNTY agrees to pay to ORANGE COUNTY the sum of Nine Hundred Forty-Five Thousand, Three Hundred Eight-Eight Dollars and no cents (\$945,388.00) for services rendered under this Agreement. Such amount shall constitute payment in full for all services provided to OSCEOLA COUNTY for its fiscal year 2017-2018. OSCEOLA COUNTY agrees to pay such amount to ORANGE COUNTY in four quarterly installments of Two Hundred Thirty-Six Thousand, Three Hundred Forty-Seven Dollars and no cents (\$236,347.00). The total amount is derived from the June budget proposal provided by the Medical Examiner to the ORANGE COUNTY Office of Management and Budget (OMB) for approval multiplied by the percentage of OSCEOLA COUNTY caseload handled by the Medical

Examiner during the previous twelve-month period, which included July of the previous year through June of the current year.

- b. OSCEOLA COUNTY shall render said payments to ORANGE COUNTY in four (4) quarterly payments, as set forth above, within sixty (60) days upon completion of services and receipt of an appropriate invoice with the quarterly progress and financial reports attached.
- c. ORANGE COUNTY shall submit a payment request within thirty (30) days upon completion of services at the end of each quarter, which are designated at the end of the months of December, March, June, and September, to the OSCEOLA COUNTY Manager's Office at its address specified hereinafter.

5. **TERM:** The term of this Agreement shall begin on October 1, 2017 and shall continue until September 30, 2018, unless otherwise terminated as provided herein. This agreement may be renewed for five (5) additional one (1) year periods upon the mutual written agreement of the parties. Renewal of the agreement and any changes thereto shall be reduced to writing as an amendment to the agreement which shall be executed by the parties.

6. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to other party. In the event of termination, OSCEOLA COUNTY agrees to pay for services rendered, if any, under this Agreement, prorated to the date of termination. In the event of termination, ORANGE COUNTY agrees to refund to OSCEOLA COUNTY any payment received, if any, under this Agreement, prorated to the date of termination.

7. **BREACH:** Notwithstanding an excused breach of this Agreement by ORANGE COUNTY, OSCEOLA COUNTY may, by written notice of breach to ORANGE COUNTY, terminate the whole or any part of the Agreement in any of the following circumstances:
- a. If ORANGE COUNTY fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
 - b. If ORANGE COUNTY fails to perform any of the other provisions of this Agreement.
8. **TERMINATION FOR BREACH; WAIVER OF BREACH:** Termination for breach shall be upon no less than twenty-four (24) hours notice, in writing, delivered by certified mail or in person to the address of the District Nine Medical Examiner's Office which is set forth in Section 23. ORANGE COUNTY shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause. Waiver by OSCEOLA COUNTY of breach of any provisions of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
9. **ASSIGNMENT:** The parties deem the services to be rendered by ORANGE COUNTY under this agreement to be personal in nature. ORANGE COUNTY shall not assign any rights or duties under this Agreement to any other party without prior written permission of OSCEOLA COUNTY. Such prior written permission shall not be unreasonably withheld.

10. **SUBCONTRACTS:** ORANGE COUNTY shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of OSCEOLA COUNTY. Such prior written approval shall not be required for purchases by ORANGE COUNTY of such articles, supplies, equipment, and services which ORANGE COUNTY, in its sole discretion, determines to be either both necessary and/or incidental to the performance of the work required under this Agreement.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, each party to this Agreement shall be solely responsible for all claims, including, but not limited to, suits, action, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, arising out of its negligent acts, errors, and omissions in connection with this Agreement, or the negligent acts, errors, and omissions of any of its agents, employees or elected or appointed officials acting within the scope of their employment, and accordingly each party shall, subject to the provisions of section 768.28, Florida Statutes, defend, indemnify, and hold harmless the other party, its agents, employees, and elected or appointed officers, at all times from and against any and all liability, loss, or expenses arising from said claims.
12. **RECORDS AND REPORTS:** The District Medical Examiner, District Nine, shall submit to OSCEOLA COUNTY a quarterly report which shall be received by OSCEOLA COUNTY no later than thirty (30) days after the end of the quarter during the term of this Agreement. The end of the first quarter under this Agreement falls at the end of the month of December of year the contract is

initiated. The other quarters fall at the end of the months of March, June, and September of the following year the contract is initiated. Such reports shall list all services provided to OSCEOLA COUNTY by ORANGE COUNTY, and the number of cases for each service.

13. CIVIL RIGHTS:

- a. There will be no discrimination against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.
- b. ORANGE COUNTY shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regard to persons served.
- c. ORANGE COUNTY shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.
- d. It is expressly understood that, upon receipt of evidence or of such discrimination, OSCEOLA COUNTY may terminate this Agreement for cause.

- 14. ALTERATIONS, VARIATIONS, REDUCED TO WRITING:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

15. **ISSUANCE OF CHECKS:** The name of the official payee to whom OSCEOLA COUNTY shall issue checks shall be ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS.
16. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
17. **COMPLIANCE WITH LAWS AND REGULATIONS:** ORANGE COUNTY shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state, and local laws and shall comply with all fire, health, and other applicable regulatory codes.
18. **GOVERNING LAW; VENUE; SEVERABILITY; WAIVER OF JURY TRIAL AND ATTORNEY'S FEES:** This Agreement shall be construed by and governed by the laws of the State of Florida. Venue for any legal action involving this Agreement shall be the Ninth Circuit Court in and for Orange County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof. Should litigation arise under this Agreement, the parties agree to waive any right to trial by jury and waive recovery of fees, including attorney's fees.

19. **FILING:** A copy of this Agreement shall be filed with the Clerk of the Board of County Commissioners for Orange County, Florida.
20. **LIABILITY:** Each party to this Agreement and its respective officers and employees shall not be deemed to assume any liability of the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by any party, pursuant to section 768.28, Florida Statutes. This Agreement shall not be construed to create a right of action or duty to any third party not a signatory hereto.
21. **SEVERABILITY:** In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portion of this Agreement and the same shall remain in full force and effect.
22. **RESPONSE TIME:** ORANGE COUNTY agrees to provide a response time of approximately one (1) hour for cases worked in OSCEOLA COUNTY. Such response time begins when the OSCEOLA COUNTY Sheriff's Office Communications Center makes contact with the Orange/Osceola Medical Examiner's Offices.
23. **NOTICES:** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, return receipt requested, and sent to:

FOR OSCEOLA COUNTY:

Beth Knight, Deputy County Manager
Osceola County Manager's Office
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Tel: (407) 742-2000
Fax: (407) 742-2391
E-mail: bkni@osceola.org

FOR DISTRICT NINE MEDICAL EXAMINER'S OFFICE:

Joshua Stephany, MD, Chief Medical Examiner
District Nine Medical Examiner's Office
2350 East Michigan Street
Orlando, Florida 32806-4939
Tel: (407) 836-9400

AND COPY TO:

John Goodrich
Orange County Health Services Department
2002A East Michigan Street
Orlando, Florida 32806
Tel: (407) 836- 7689
Fax: (407) 836- 7634

Either of the parties may change, by written notice as provided above, the address
or persons for receipt of notices.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

[SEAL]



OSCEOLA COUNTY, FLORIDA
By: BOARD OF COUNTY
COMMISSIONERS

By: _____

Chair/Vice Chair

Date: _____

08/21/2017

ATTEST: Osceola County Clerk of the Board

BY: _____

Jimmy Reed
Clerk/Deputy Clerk of the Board

BOARD APPROVED: _____

08/21/2017

ORANGE COUNTY, FLORIDA
By: BOARD OF COUNTY
COMMISSIONERS

By: _____

Teresa Jacobs
Teresa Jacobs
Orange County Mayor

Date: _____

10.3.17

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

By: _____

Deputy Clerk

Katie Smith

Printed Name

