



October 25, 2023

AGENDA ITEM

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

THRU: Raul Pino, M.D., MPH, Department Director *Raul Pino* MD. MPH.
Heath Services Department

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

SUBJECT: Medical Examiner's Office Expansion Agreement between
Orange County, Florida and Osceola County, Florida
Consent Agenda – November 14, 2023

Due to Orange County determining the need to expand the existing Medical Examiner's facility and Osceola County's continued renewal of an interlocal agreement between Orange County, Florida and Osceola County, Florida to provide medical examiner services to Osceola, Osceola County has agreed to pay \$6,000,000 of the \$28,000,000 total cost to expand the Medical Examiner's facility. The \$6,000,000 was determined by using the percentage of Osceola's workload managed by the Medical Examiner and multiplying it by the total cost of the expansion. Osceola County will make three consecutive payments in the amount of \$2,000,000 each fiscal year starting with Fiscal Year 2023-2024 and ending with Fiscal Year 2025-2026.

ACTION REQUESTED: Approval and execution of Interlocal Agreement between Osceola County and Orange County, regarding Funding to Construct Medical Examiner's Office Expansion. Osceola County agrees to pay Orange County \$6,000,000 in three consecutive installments of \$2,000,000 starting FY 2023-2024 and ending with FY 2025-2026, and authorization for the Mayor or designee to sign future amendments to the agreement, if necessary, upon the mutual written agreement of the parties.
(Medical Examiner)

Attachments

INTERLOCAL AGREEMENT
between
OSCEOLA COUNTY and ORANGE COUNTY
regarding
FUNDING TO CONSTRUCT
MEDICAL EXAMINER'S OFFICE EXPANSION

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is entered into as of the date of last execution by and between the Osceola County, a charter county and political subdivision of the State of Florida (hereinafter "OSCEOLA"), and Orange County, a charter county and political subdivision of the State of Florida (hereinafter "ORANGE").

RECITALS:

WHEREAS, The Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with the needs and development of local communities; and

WHEREAS, for many years the parties have had an interlocal agreement wherein ORANGE has provided and continues to provide medical examiner services to OSCEOLA; and

WHEREAS, ORANGE has determined that, due to the age, lack of size, and need for additional functionality of the existing Medical Examiner's facility, said facility is no longer sufficient to serve the needs of the citizens, its clients, and a new expansion to the facility must be constructed; and

WHEREAS, OSCEOLA has determined that the construction of the expansion to the Medical Examiner's facility will serve the needs of and provide a benefit to the citizens of Osceola County and serves an important public service to Osceola citizens; and

WHEREAS, OSCEOLA has agreed to provide funding to assist ORANGE in constructing the expansion to the Medical Examiner's facility under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. RECITALS.

The recitals set forth above are true, correct, and incorporated herein by reference.

2. **SCOPE OF PROJECT AND FUNDING.**

ORANGE intends to construct, or have constructed, an expansion to the Medical Examiner's facility at an approximate cost of Twenty-Eight Million and 00/100 Dollars (\$28,000,000.00), exclusive of land costs. OSCEOLA hereby agrees to provide funding towards construction of the expansion to the facility in the amount of Six Million and 00/100 Dollars (\$6,000,000.00). OSCEOLA agrees to pay such amount to ORANGE in three, one-year installments. The first payment of Two Million (\$2,000,000) will be paid in Fiscal Year 2023-2024, another Two Million (\$2,000,000) will be paid in Fiscal Year 2024-2025, and the final Two Million (\$2,000,000) will be paid in Fiscal Year 2025-2026. Each fiscal year payment by OSCEOLA should be received to ORANGE in the first quarter of each fiscal year (October 1st through December 31st) beginning October 1, 2023. Said funds shall be used only for the purpose of construction of the expansion to the Medical Examiner's facility. Design, construction, and operation of the new facility shall be the sole responsibility of ORANGE. The parties anticipate periodically entering interlocal agreements regarding cost-sharing for operations and maintenance as they have in the past. Osceola's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Board of County Commissioners.

3. **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.

4. **ISSUANCE OF CHECKS.**

The name of the official payee to whom OSCEOLA shall issue checks shall be ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS.

5. **COMPLIANCE WITH LAWS AND REGULATIONS.**

ORANGE 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.

6. **LIABILITY.**

Each party to this Agreement and their 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 beyond the limits provided in 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.

7. **TERMINATION.**

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

8. **NOTICES.**

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly received as of (i) the date and time the same are personally delivered, transmitted electronically (i.e., facsimile or e-mail); (ii) within three (3) days after depositing with the United States Postal Service, postage paid by registered or certified mail, return receipt requested; or (iii) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

FOR OSCEOLA COUNTY:

Beth Knight, Chief Operating Officer
Osceola County Manager's Office
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Telephone: (407) 742-2000
E-mail: bkni@osceola.org

FOR ORANGE COUNTY:

Joshua Stephany, MD, Chief Medical Examiner
District Nine Medical Examiner's Office
2350 East Michigan Street
Orlando, Florida 32806-4939
Tel: (407) 836-9400
E-Mail: joshua.stephany@ocfl.net

With a copy to:

John Goodrich
Orange County Health Services Department
2002A East Michigan Street
Orlando, Florida 32806
Tel: (407) 836- 7689
E-Mail: john.goodrich@ocfl.net

or to such address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

9. ENTIRE AGREEMENT.

This Agreement shall constitute all the terms and conditions agreed upon by the parties regarding funding of the expansion construction of the Medical Examiner's Office. The "Orange County, Florida and Osceola County, Florida Medical Examiner Services Agreement," dated October 1, 2023, remains in full force and effect and is in no way altered by this Agreement.

10. GOVERNING LAW. VENUE. JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Orange County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

11. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

12. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition or right of election, but same shall remain in full force and effect.

13. EFFECTIVE DATE.

The Effective Date of this Agreement shall be the date upon which the last of the parties hereto signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates of their duly authorized signatures affixed hereto.



OSCEOLA COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

By: *Edward Jamer*
Chairman/Vice Chairman

Date: 10/16/2023

ATTEST: Osceola County Clerk of the Board

BY: *José Barrios*
Clerk/Deputy Clerk of the Board

BOARD APPROVED: 10/16/2023

ORANGE COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____