



Interoffice Memorandum

AGENDA ITEM

August 26, 2022

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

THRU: Raul Pino, MD, MPH, Director
Health Services Department

J. Goodrich for

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

SUBJECT: Memorandum of Understanding (MOU) Between Central Florida Disaster Medical Coalition's Medical Examiner Offices in the Counties of Indian River, Lake, Martin, Osceola, Seminole, St. Lucie, Volusia and Orange.
Consent Agenda – September 27, 2022

The medical examiner offices in the Regional Domestic Security Task Force Region Five have identified a coverage gap when state and federal resources cannot deploy to a mass fatality situation in the county of need. Thus, the medical examiner offices in this region requested the Central Florida Disaster Medical Coalition to assist in spearheading the efforts to obtain a partnership among the offices. After several failed attempts to create other types of agreements, all of the offices settled on this memorandum of understanding.

The Health Services Department, Medical Examiner Division requests approval and execution of a new agreement between the County and other medical examiner offices in Region Five. The proposed agreement will allow the offices to request assistance in the event of a mass fatality incident, to the extent possible, by providing available equipment, personnel, and space to the office of need.

ACTION REQUESTED: Approval and execution of Region 5 Medical Examiner Memorandum of Understanding between the Medical Examiner Offices and Indian River, Lake, Martin, Osceola, Orange, Seminole, St. Lucie, and Volusia Counties, and authorization for the Mayor or designee to sign any future amendments to the MOU. The MOU will remain in effect for two years thereafter with automatic renewals for subsequent two-year terms unless terminated by any party as set forth in MOU, commencing upon the date of the last signature. **(Medical Examiner's Office)**

Attachments

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

BCC Mtg. Date: September 27, 2022

REGION 5 MEDICAL EXAMINER MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the Medical Examiner Offices within the Regional Domestic Security Task Force Region 5 (Indian River, Lake, Martin, Orange, Osceola, Seminole, St. Lucie, and Volusia Counties).

RECITALS

WHEREAS, the region's Medical Examiner Offices desire to enter into a mutually advantageous agreement to provide resources to each other in a mass fatality event;

WHEREAS, a mass fatality event can tax or even overwhelm individual Medical Examiner Offices quickly; and

WHEREAS, cooperation and support from Medical Examiner Offices from across the region can mitigate the impacts of mass fatality event.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

- A. **Recitals.** The foregoing recitals are true and incorporated herein by reference.
- B. **Intent.** The parties entering into this MOU hereby agree to assist each other, to the extent possible, by providing available equipment, personnel, and space in the event of a mass fatality event.
- C. **Responsibilities of Parties.** The Region 5 Medical Examiner Offices will:
 - 1. Agree to provide equipment, personnel or space to a requesting Medical Examiner impacted by a mass fatality event, within the capabilities of the responding Medical Examiner Office(s). At no time will the responding Medical Examiner Office(s) be expected to place themselves into a resource shortage to comply with this provision. The definition of "resource shortage" will be determined by the individual Medical Examiner Office based on their internal decision-making process.
 - 2. The requesting Medical Examiner Office will track any resources provided by the responding Medical Examiner Office(s), and facilitate return of any durable resources, and seek reimbursement from the state for any consumable resources provided.
 - 3. The responding Medical Examiner Office will be responsible for continued pay to deployed personnel. The Central Florida Disaster Medical Coalition will provide accident insurance and medical liability insurance to deployed personnel. The requesting Medical Examiner Office will be responsible for command of deployed personnel;

however, said deployed personnel shall not be deemed employees of the requesting Medical Examiner.

D. **Notices.** Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to District 5/24 Medical Examiner (**Lake/Seminole Counties**):

Barbara Wolf, M.D.
District Medical Examiner
809 Pine Street
Leesburg, Florida 34748

As to District 7 Medical Examiner (**Volusia County**):

James Fulcher, M.D.
District Medical Examiner
1360 Indian Lake Road
Daytona Beach, FL 32124-1001

As to District 9/25 Medical Examiner (**Orange/Osceola Counties**):

Joshua Stephany, M.D.
District Medical Examiner
2350 East Michigan Street
Orlando, FL 32806

As to District 19 Medical Examiner (**Indian River, Martin, St. Lucie Counties**):

Patricia Aronica, M.D.
District Medical Examiner
2500 South 35th Street
Ft. Pierce, FL 34981

E. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other Party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement

by either party to assume any liability for the acts, omissions and/or negligence of the other party.

F. **Insurance.** Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, each party acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes.

Each party agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request each party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which both parties agree to find acceptable for the coverage mentioned above.

Either party's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the other Party of its liability and obligations under this agreement.

The parties shall require all contractors performing work in support of this Agreement to procure and maintain workers' compensation, commercial general liability, business auto liability coverage. Each party shall be listed as an additional insured on all general liability policies.

G. **Employee Status.** Persons employed by one party in the performance of services and functions pursuant to this MOU are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.

H. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. **Term.** This MOU is effective as of the date last signed below and shall remain in effect for two years thereafter ("initial term"). After the initial term, this MOU shall automatically renew for subsequent two-year terms unless terminated as set forth herein.

J. **Termination.** Any party may terminate this MOU for convenience upon at least thirty (30) days written notice to the other parties as set forth above.

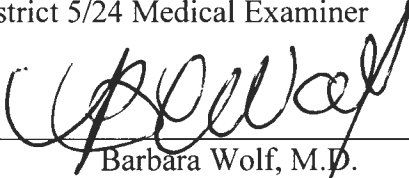
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IN WITNESS WHEREOF, the parties have caused this MOU to be executed on behalf of their respective entities, their successors and assigns, on the dates set forth below.

**LAKE AND SEMINOLE COUNTIES
MEDICAL EXAMINER'S OFFICE**

By: District 5/24 Medical Examiner

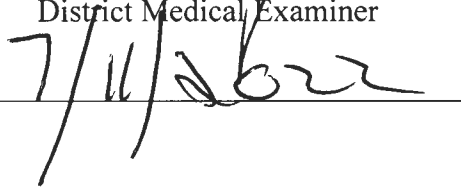
By: _____



Barbara Wolf, M.D.

District Medical Examiner


Date: _____



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**VOLUSIA COUNTY
MEDICAL EXAMINER'S OFFICE**

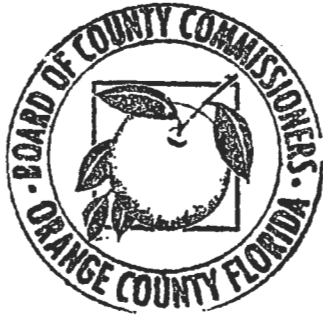
By: District 7 Medical Examiner

By: 
James Fulcher, M.D.
District Medical Examiner

Date: 7/21/22

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ORANGE COUNTY
MEDICAL EXAMINER'S OFFICE



By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor


Date: September 27, 2022

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**OSCEOLA COUNTY
MEDICAL EXAMINER'S OFFICE**

By: Osceola County Board of County
Commissioners

By: 
Don Fisher
Osceola County Manager

Date: 2/12/22

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**INDIAN RIVER, MARTIN, AND ST. LUCIE
COUNTIES MEDICAL EXAMINER'S OFFICE**

By: District 19 Medical Examiner

By: _____

Patricia Aronica, M.D.
District Medical Examiner

Date: _____

7-28-22