

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Renewal of Interlocal Agreement with Volusia County to Provide Medical Examiner Services

**DEPARTMENT:** Community Services **DIVISION:** Administration

**AUTHORIZED BY:** Phillip C. Stalvey **CONTACT:** Phillip C. Stalvey **EXT.** 3100

<b>Agenda Date</b> <u>8/26/03</u> <b>Regular</b> <input type="checkbox"/> <b>Consent X</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to sign Third Renewal and Amendment to County of Volusia Interlocal Agreement for Provision of Medical Examiner Services to the County of Seminole, Florida.

**BACKGROUND:**

The Board initially approved the Interlocal Agreement to provide Medical Examiner Services for Seminole County on March 18, 1999. The First Renewal of the Interlocal Agreement was approved on July 26, 2000. The Second Renewal was approved on September 25, 2001, with an approved amendment that the Agreement would be renewed biennially in the future.

This Agreement will be the third renewal for Medical Examiner Services and will include an amendment to increase compensation per autopsy to \$1,650. This is the first increase in four years and is due to an increase in toxicology costs and additional costs in transportation. This Agreement will take effect on October 1, 2003 and continue until September 30, 2005.

County staff projects approximately 220 autopsies yearly for fiscal year 2003/2004 and 2004/2005. This is a projected total yearly expenditure of \$363,000. It is anticipated that the level of service provided to Seminole County by this Third Renewal and Amendment will meet or exceed our prior service levels.

Reviewed by: <u>8-11-03</u> Co Atty: <u>D. Detamk</u> DFS: _____ Other: _____ DCM: <u>[Signature]</u> CM: <u>[Signature]</u>  File No. <u>-CCS01</u>
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**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Phil Stalvey, Director, Community Services  
FROM: Susan E. Dietrich, Assistant County Attorney, Ext. 7254  
DATE: August 1, 2003  
RE: Third Renewal And Amendment To County Of Volusia Interlocal  
Agreement For Provision Of Medical Examiner Services  
To The County Of Seminole, Florida

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Per your recent request, please find attached the above mentioned document.

Please call with questions.

SED/lpk

Attachment:  
Renwal/Amendment to Agreement

RECEIVED

AUG 04 2003

DIRECTORS OFFICE  
COMMUNITY SERVICES

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

**THIS THIRD RENEWAL AND AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 18<sup>th</sup> day of March, 1999, as renewed on July 26, 2000 and September 25, 2001, between **VOLUSIA COUNTY**, with administrative offices at 123 West Indiana Avenue, Deland, Florida 32720-4613, hereinafter referred to as "VOLUSIA," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE".

**W I T N E S S E T H:**

**WHEREAS**, VOLUSIA and SEMINOLE entered into the 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**, VOLUSIA AND SEMINOLE entered into the above-referenced First Renewal on July 26, 2000, to extend the term of the foregoing 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 foregoing Agreement through September 30, 2003, and to thereafter allow for biennial renewal of the Agreement upon the same or modified terms; and

**WHEREAS**, the parties desire to renew the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. **RENEWAL.** The Agreement is hereby renewed for the term of two (2) years from October 1, 2003 through September 30, 2005, unless terminated sooner, as provided for therein.

2. Section 24 is hereby amended to read as follows:

**24. MONETARY PAYMENT.** Compensation shall be paid by SEMINOLE to VOLUSIA as follows: ONE THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$1,650.00) for each and every autopsy performed; payable within thirty (30) days of invoice receipt for services rendered. In addition VOLUSIA shall be entitled to collect and receive the THIRTY AND NO/100 DOLLARS (\$30.00) service fee for each SEMINOLE cremation approval issued by the Medical Examiner's office. 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.

3. Except as herein modified, all terms and conditions of the Agreement, as amended, shall remain in full force and effect for the term of this Renewal, as originally set forth in said Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

COUNTY COUNCIL  
COUNTY OF VOLUSIA

\_\_\_\_\_  
CYNTHIA A. COTO, County Manager

By: \_\_\_\_\_  
FRANK BRUNO, JR., Chairman

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

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 their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
SED/lpk  
8/1/03  
3renew VC med ex