

**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

Agenda Date <u>9/13/05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION:

Approve and authorize Chairman to sign Fourth 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 a mutually agreed upon amendment stating future Interlocal Agreements would be renewed on a biennial basis. The Third Renewal was approved August 26, 2003.

This is the Fourth Renewal and Amendment for Medical Examiner services and includes an amendment to increase compensation per autopsy from \$1650 to \$1800. This increase is due to a necessity for increased staff based on a higher volume of autopsies. This Agreement will take effect on October 1, 2005 and continue until September 30, 2007.

County staff projects an increase in the number of autopsies from approximately 220 to 276 per year based on a steady increase over the past five years with a significant increase in the 04/05 Fiscal year. This is a projected total annual expenditure of \$496,800.00, an increase of \$133,800.00.

Reviewed by: <u>8-31-05</u>
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CCS 02</u>

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

THIS FOURTH RENEWAL AND AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 18th day of March, 1999, as renewed July 26, 2000, September 25, 2001 and August 26, 2003, 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, VOLUSIA and SEMINOLE entered into the Third Renewal on August 26, 2003, to modify the compensation amount and extend the term of the Agreement through September 30, 2005; 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, 2005 through September 30, 2007, 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 EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00) 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

(CORPORATE SEAL)

By: _____
FRANK BRUNO, JR., Chairman

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
8/17/05
4 renew VC med ex