



LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☒ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Mascho Rodney (Dept) Medical Examiner - 3924
 (Title) Deputy Chief (Phone) 352-291-8097
 Signature [Signature] Date Friday, February 18, 2022

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☒ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. _____
☐ Approve as to Form ☐ Other

Description of Request

At the quarterly Medical Examiner Advisory Committee meeting on 2/9, we were directed to make changes to the fees listed below. Please prepare an amendment to the attached contract reflecting those changes.

Facility use fee for cornea procurement from \$175.00 to \$225.00
 Facility use fee for all other tissue procurement from \$750.00 to \$1,000.00

For more information or discussion, contact: ☒ Same as above
 (Name) _____ (Title) _____ (Phone) _____
 Last First

COMPLETION IS REQUESTED BY: (specific date) Friday, February 25, 2022

Agenda Item? ☒ Yes ☐ No *Please allow for a MINIMUM of five (5) working days from receipt of LRM:*
 Agenda Deadline Date: Thursday, March 3, 2022 Agenda Date: Tuesday, March 15, 2022

LRM No. 0022-137 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Date Received:

SUGGESTED amendment is enclosed.
Same is approved as to form.

Marion County Attorney
 FEB 21 2022

RECEIVED

Attorney Signature: [Signature] Date 2/23/2022

Staff Signature: [Signature] Returned: ☒ Department ☐ Admin ☐ Procurement
 Completed

2/23/2022

FIRST AMENDMENT TO FACILITY AGREEMENT

This **FIRST AMENDMENT TO AGREEMENT RELATING TO USE OF MEDICAL EXAMINER, DISTRICT 5, FACILITY FOR TISSUE PROCUREMENT** (this "First Amendment"), is made and entered into by and between. **Marion County**, as Administrative Coordinator of Medical Examiner District Five ("District 5") and as Administrative Coordinator of the District Medical Examiner Committee (the "Committee"), consisting of District 5 and Medical Examiner District Twenty-Four ("District 24"), and **Lions Eye Institute for Transplant and Research, Inc.**, a Florida not-for-profit corporation with a principal address of 1410 North 21 Street, Tampa, FL 33605, FEIN 59-1458151 ("Lions").

WITNESSETH

WHEREAS:

- A. Marion County, as Administrative Coordinator of District 5 and RTI DONOR SERVICES, INC., entered into that certain Agreement Relating to Use of Medical Examiner, District 5 Facility for Tissue Procurement, dated February 18, 2014; and
- B. Said agreement was assigned from RTI Donor Services, Inc. to Lions by that assignment dated on or about January 15, 2019. The agreement as assigned is hereafter referred to as the "Contract"; and
- C. Thereafter, on September 25, 2018, and as amended on August 3, 2021, District 5 and District 24, entered into an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, forming the Committee for the purpose of cost sharing in medical examiner services and related matters; and
- D. As a result of said Interlocal Agreement, the Committee is the proper Party to the Contract and accordingly District 5 desires to assign all rights, obligations and liabilities of the Contract held by District 5 to the Committee, and
- E. The Committee desires to accept and assume all rights, obligations and liabilities of the Contract; and
- F. Lions has no objection to said assignment; and
- G. The Committee and Lions agree further to amend the Contract to permit an

increase of fees as stated in paragraph "5(a)" entitled "Facility Use Fees," effective no earlier than April 1, 2022; and

- H. This First Amendment is entered into for the purpose of formalizing the assignment of all rights, obligations and liabilities of the Contract from District 5 to the Committee and for the purpose of formalizing the Parties' agreement as to the new rate of Facility Use Fees; and
- I. Approval of this First Amendment has been affirmed and formalized by a Resolution passed by the several counties making up the membership of the Committee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- 1. The Parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes.
- 2. District 5 hereby assigns to the Committee all rights, obligations, and liabilities in the Contract; the Committee hereby accepts and assumes same; and Lions has no objection and agrees to said assignment.
- 3. The Parties hereby delete in its entirety paragraph "5(a)" of the Contract and substitute the following:
 - a) Facility Use Fees.
 - 1) Two Hundred Twenty-Five Dollars (\$225) for using the Medical Examiner Facility for procurement of corneas.
 - 2) One Thousand Dollars (\$1,000) for using the Medical Examiner Facility for procurement of tissue other than corneas.
 - 3) Said fees shall become effective on April 1, 2022, or upon full execution of this First Amendment, whichever is later.
- 4. Paragraph "12(b)" of the Contract is hereby stricken in its entirety and replaced with the following so that all future notices and other communications shall now be sent:
 - a) To the Committee:
c/o Marion County Fire and Rescue
601 SE 25th Ave.
Ocala, FL 34471

b) To Procuring Agency:

Jason K. Woody, President, CEO
Lions Eye Institute for Transplant and Research, Inc.
1410 North 21 Street
Tampa, FL 33605

5. All provisions of the Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have entered into this First Amendment as of the date of the last signature below.

ATTEST:

MARION COUNTY, a political subdivision of the State of Florida, as Administrative Coordinator of Medical Examiner District Five and as Administrative Coordinator of the District Medical Examiner Committee

Gregory C. Harrell
Clerk of Court
Date: _____

By: _____
Carl Zalak, III
Chairman
Date: _____

For Reliance of Marion County Only
Approved as to Form and Legal
Sufficiency

BCC Approved:
Acceptance Date: _____

Matthew Minter
County Attorney

**LIONS EYE INSTITUTE FOR
TRANSPLANT AND RESEARCH, INC.,**
a Florida not-for-profit corporation

By: _____
Printed Name: Jason K. Woody
Its: President & CEO
Date: 5/4/2022