

SECOND AMENDMENT
TO CONTRACT FOR MEDICAL EXAMINER SERVICES

This **SECOND AMENDMENT TO CONTRACT FOR MEDICAL EXAMINER SERVICES** (hereafter "Second Amendment") is made and entered into this 16 day of June, 2020, and serves to amend that certain Contract for Medical Examiner Services made and entered into on October 1, 2013, (hereafter the "Base Agreement") and amended by the First Amendment to Contract for Medical Examiner Services entered into on November 20, 2018 (hereafter the "First Amendment") (Base Agreement and First Amendment collectively hereafter the "Contract") between **MEDICUS FORENSICS, P.A.**, whose address is 809 Pine Street, Leesburg, Florida 32748 (hereafter "MEDICAL EXAMINER") and **CITRUS COUNTY** (hereafter "CITRUS"), **HERNANDO COUNTY** (hereafter "HERNANDO"), **LAKE COUNTY** (hereafter "LAKE"), **MARION COUNTY**, (hereafter "MARION"), **SEMINOLE COUNTY** (hereafter "SEMINOLE"), and **SUMTER COUNTY** (hereafter "SUMTER"), all of which are political subdivisions of the State of Florida. CITRUS, HERNANDO, LAKE, MARION, and SUMTER make up the Florida Medical Examiner District 5. SEMINOLE makes up the Florida Medical Examiner District 24. Florida Medical Examiner District 5 and Florida Medical Examiner District 24 are collectively hereafter the "JOINT DISTRICTS." All six (6) counties are collectively referred to as the "COLLECTIVE COUNTIES."

WITNESSETH:

WHEREAS, MEDICAL EXAMINER and the COLLECTIVE COUNTIES entered into the above referenced Contract for the provision of medical examiner services to the JOINT DISTRICTS; and

WHEREAS, the JOINT DISTRICTS' Advisory Committee met on April 13, 2020, at which time MEDICAL EXAMINER requested to be relieved of the Contract requirement that MEDICAL EXAMINER report to the JOINT DISTRICTS any hours spent by MEDICAL EXAMINER providing expert witness services in any criminal cases in the Fifth Judicial Circuit or in the Eighteenth Judicial Circuit in and for Seminole County, Florida, advising that the time spent was quite small; and

WHEREAS, the Advisory Committee viewed the request favorably and accordingly agreed to relieve MEDICAL EXAMINER of that particular Contract reporting requirement; and

WHEREAS, the parties desire to amend the Contract solely to remove the requirement of MEDICAL EXAMINER to report to the JOINT DISTRICTS any hours spent by MEDICAL EXAMINER providing expert witness services in any criminal cases in the Fifth Judicial Circuit or in the Eighteenth Judicial Circuit in and for Seminole County, Florida, as provided in paragraph "7" and paragraph "8" of the First Amendment.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Contract as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.**

The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **PARA. "7" OF FIRST AMENDMENT, LAST SENTENCE STRICKEN.**

A. Paragraph "7" of the First Amendment is amended solely to strike its last sentence.

B. The last sentence of Paragraph "7" of the First Amendment reads as follows:

"MEDICAL EXAMINER shall provide a summary of the total number of hours spent by MEDICAL EXAMINER and professional staff on such activities during the contract period as described under Section 7, REPORTS."

C. The above recited last sentence of Paragraph "7" of the First Amendment is hereby stricken in its entirety and is no longer a provision of the Contract.

3. **PARA. "8(c)" OF FIRST AMENDMENT IS STRICKEN.**

A. Paragraph "8" of the First Amendment is amended solely to strike subsection "c" thereunder.

B. Paragraph "8(c)" of the First Amendment reads as follows:

"(c) A summary of the total number of hours spent by MEDICAL EXAMINER and Professional Staff in the Fifth or Eighteenth Circuit Court of Florida, as applicable, in criminal cases directly related to scope of services performed by MEDICAL EXAMINER under this

Contract.”

C. The above recited Paragraph “8(c)” of the First Amendment is hereby stricken in its entirety and is no longer a provision of the Contract.

4. **SERVICES CONTINUE WITHOUT REPORTING.**

For clarity and to avoid any misunderstanding, MEDICAL EXAMINER and Professional Staff shall continue to provide expert witness services in criminal cases in the Fifth Judicial Circuit and in the Eighteenth Judicial Circuit in and for Seminole County, Florida, as required in the Contract but MEDICAL EXAMINER no longer has any obligation to report time spent doing so to the JOINT DISTRICTS.

5. **ALL REMAINING PROVISIONS REMAIN IN FULL FORCE.**

Except as modified by this Second Amendment, all terms and conditions of the Contract remain in full force and effect for the term of the Contract.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

WITNESSES:

MEDICUS FORENSICS, P.A.

Sharon Friberg
SIGNATURE

Barbara C. Wolf
BARBARA C. WOLF, M.D.

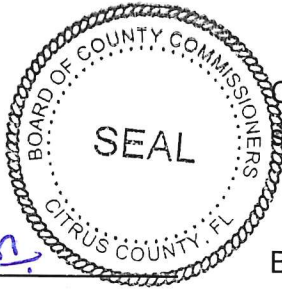
Sharon Friberg
PRINT NAME

Wendy A. Lavezzi, M.D.
SIGNATURE

WENDY A. LAVEZZI, M.D.
PRINT NAME

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ATTEST:



CITRUS COUNTY, FLORIDA, a political
subdivision of the State of Florida

Angela Vick
for ANGELA VICK
CLERK

By: *Brian J. Coleman*
BRIAN J. COLEMAN
CHAIRMAN

Date: 7/14/2020

APPROVED AS TO FORM FOR
THE RELIANCE OF CITRUS
COUNTY ONLY.

Denise A. Dymond Lyn
Denise A. Dymond Lyn
County Attorney



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ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Susan Bueus, Deputy Clerk

By: _____

for DOUG CHORVAT, JR.
CLERK

[Signature]
JOHN MITTEN
CHAIRMAN

(SEAL)



Date: 6-23-2020

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____


[Signature]
Kyle J. Benda

Assistant County Attorney

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ATTEST:

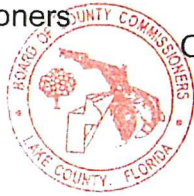
BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA



Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida




Wendy R. Breeden, Vice Chair



On this 23 day of July 2020.


Approved as to form and legality:



Melanie Marsh, County Attorney

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BOARD OF COUNTY COMMISSIONERS,
MARION COUNTY, FLORIDA

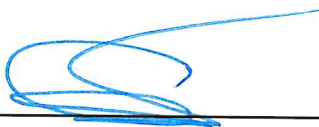
By: 
KATHY BRYANT
CHAIRMAN

Date: 06/16/2020

ATTEST:


DAVID R. ELLSPERMANN
CLERK

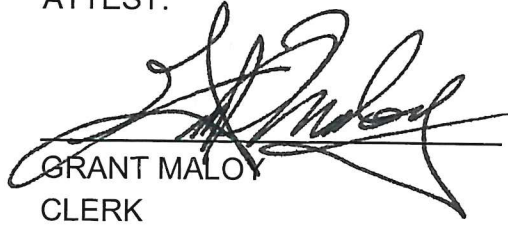
FOR THE USE AND RELIANCE OF
OF MARION COUNTY ONLY
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.


for Matthew G. Minter
County Attorney

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:


GRANT MALOY
CLERK

By:

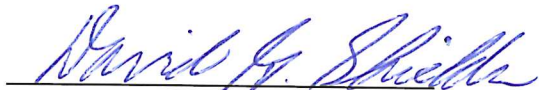

JAY ZEMBOWER
CHAIRMAN

Date:

7-28-2020
As authorized for execution by the Board.
County Commissioners at its July 28,
2020, regular meeting.


FOR THE USE AND RELIANCE OF
OF SEMINOLE COUNTY ONLY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.


County Attorney

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SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS

By: 
STEVE PRINTZ
CHAIRMAN

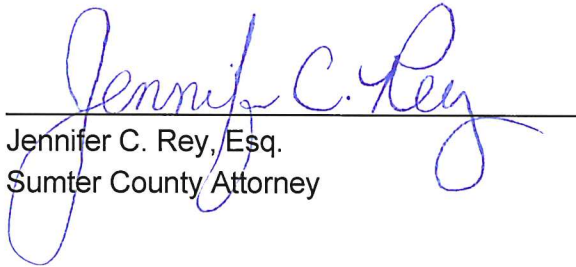
Date: 6/9/2020

ATTEST:




GLORIA HAYWARD
SUMTER COUNTY CLERK OF COURT
BY: DEPUTY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
FOR THE RELIANCE OF
SUMTER COUNTY ONLY


Jennifer C. Rey, Esq.
Sumter County Attorney