

MEMORANDUM
HERNANDO COUNTY ATTORNEY'S OFFICE

To: Hernando County Board of County
Commissioners

Date: January 22, 2025

From: Melissa A. Tartaglia
Assistant County Attorney

Re: Medical Examiner
Districts 5 and 24
Interlocal Agreement

Melissa Tartaglia

I. Introductory Narrative:

Medical Examiner Districts 5 and 24 entered into an interlocal agreement (ILA) on September 25, 2018, for the purpose of splitting the costs of medical examiner facilities currently situated in Leesburg, Lake County, Florida. District 24 is Seminole County, whereas District 5 is comprised of Hernando, Citrus, Sumter, Marion, and Lake Counties. For more information about the history of the this interlocal agreement, please refer to my Memorandum dated December 4, 2024. Representatives of each of these counties sit on the District 5 and 24 Medical Examiner Advisory Committee. Since at least August 19, 2020, the Advisory Committee has discussed building a new medical examiner facility to accommodate both Districts. With the apparent, but unwritten, agreement of the Districts, Marion County has committed significant funds toward purchasing property and plans for developing the new facility.

It has recently come to light that Seminole and Lake counties disagree with the current allocation scheme for the costs associated with the new facility, to wit: each county to pay its pro-rata share according to its population. In a virtual meeting on January 17, 2025, between legal counsel for the respective counties, Seminole and Lake counties disclosed that they want to terminate their respective memberships in the Districts 5 and 24 ILA and create a new ILA with only Seminole and Lake. Their stated purpose for doing so is to reduce costs. Both counties believe the current cost allocation scheme is unfair because between the two their cost contribution would be over 50 percent based on population, while they are only one-third of the ILA membership. On January 21, 2025, the Lake County Board of County Commissioners approved the ILA with Seminole County with a 4-1 vote. Their agenda item, which includes the unsigned ILA, is attached.

Additionally, Seminole has taken steps to request that Florida's Medical Examiner Commission reorganize the two districts so that Lake and Seminole are in a district

together and separate from the remaining District 5 counties. Seminole County's request will be considered at the February 4, 2025, Medical Examiner Commission meeting.

It was conveyed during the January 17, 2025, meeting that Dr. Barbara Wolfe, the medical examiner for Districts 5 and 24, told the Advisory Committee at its most recent meeting that she would be able to continue as medical examiner for both districts when reorganized.¹

Lake and Seminole counties are of the belief that if they terminate their memberships in the Districts 5 and 24 ILA and district reorganization is granted, the ownership of the Leesburg facility will revert back to Lake County according to the deed conveying that property to Marion. Lake and Seminole further believe that their medical examiner facility costs will be reduced by the reorganization. They weren't clear about whether they would utilize the Leesburg facility.

As of the date of this memorandum, neither Lake nor Seminole have sent formal notice to the remaining District 5 counties of termination of their membership.

II. Reverter of the Leesburg Building:

Section 5(c) of the ILA between Districts 5 and 24 reads:

Upon the completion of the new Medical Examiner Facility, MARION will execute a deed conveying the Leesburg facility back to LAKE.

The reverter clause in the deed conveying the Leesburg building to Marion reads:

This property is being transferred to Marion County as part of an Interlocal Agreement between Citrus County, Hernando County, Lake County, Marion County, Seminole County and Sumter County related to the Provisions of Operating Costs, Facility Use Fees, and Capital Expenditures for the Medical Examiner. Provided; however, that in the event this property ceases to be used for as the Medical Examiner's Facility, then fee title shall revert to Lake County, a political subdivision of the State of Florida. In the event of reversion, Marion County shall return the building in as good or better condition than when received, reasonable wear and tear excepted.

¹ Interestingly, Dr. Wolfe is also on Florida's Medical Examiner Commission; it is unknown if she will vote on Seminole County's request for reorganization.

Note that the reverter clause is triggered when the building is no longer used as the Medical Examiner's Facility, not when and if the ILA is terminated. And, under the new ILA between Districts 5 and 24, all the counties agreed that the Leesburg facility will be conveyed back to Lake once the new Medical Examiner Facility is completed.

III. Termination:

Section 24 of the ILA between Districts 5 and 24 reads in part:

Any party may terminate this Agreement, for convenience or otherwise, upon at least eighteen (18) months' written notice to the other parties served according to Section 10 above, provided, however, that an earlier termination date may be mutually agreed upon if extraordinary circumstances arise. This Agreement may also be terminated for default if the defaulting party is provided thirty (30) days to cure the default following written notice from any non-defaulting party served according to Section 10 above which termination shall take effect on the thirty-first (31st) day after the defaulting party receives the notice to cure the default should the defaulting party fail to cure. The terminating, and/or defaulting party, shall be responsible for its pro rata share of operating costs and capital expenditures until the last day of the provision of services by the District Medical Examiner's office: eighteen (18) months as to the terminating party or thirty-one (31) days as to the defaulting party. The parties agree to work cooperatively to avoid the need for a termination and to minimize any disruptions that may occur if this Section 24 for termination is ever invoked.

During the January 17, 2025, virtual meeting of the attorneys, Seminole and Lake asserted that the above termination clause allowed them to terminate their membership from the ILA between Districts 5 and 24. Though the termination clause expressly provides for termination of the ILA, not membership of individual members, it can convincingly be argued that, based on the entirety of that clause, termination of individual memberships is permitted. Neither Seminole nor Lake has, to my knowledge, sent a notice of termination as of the date of this memorandum.

IV. Dispute Resolution:

During the January 17, 2025, virtual meeting I suggested dispute resolution, as laid out in the Districts 5 and 24 ILA, to work out an alternative cost-allocation scheme or some other arrangement so that the two districts could remain as they are. The other attorneys said they would speak to their respective boards about dispute resolution. A follow-up meeting was scheduled between the attorneys for February 7, 2025. However, the

prospect of resolving the cost-allocation issue appears to have been negated now that Lake has approved the ILA between Lake and Seminole counties. Undoubtedly, Seminole will also approve that ILA.

attachments:

Memorandum dated December 4, 2024

Agenda for attorneys virtual meeting of January 17, 2025

Districts 5 and 24 Medical Examiner Advisory Committee Minutes

County Deed for current Facility in Leesburg, Lake County

2024 Medical Examiner Interlocal Agreement

Agenda item and proposed ILA for Lake County BOCC meeting of January 21, 2025