

AGENDA
January 17th 2025, 1:00pm

Call with County Attorneys of all counties involved in the Interlocal Agreement between Citrus, Hernando, Lake, Marion, Seminole, and Sumter for Provisions of Operating Costs, Facility Use Fees, and Capital Expenditures for the Medical Examiner.

Medium: *Microsoft Teams*.

1. Interpretation of Termination Clause of the Interlocal. (Melanie Marsh)

Snipped from Page 14-15 of the 2018 Interlocal. (There was a First Amendment in 2021 and a Second Amendment in 2023 but neither amendment changed the above termination language.)

Section 25. Termination. 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. 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 11 above. The parties agree to work cooperatively to avoid the need for a termination for default and to minimize any disruptions that may occur if this Section 25 for termination is ever invoked.

2. Marion County's purchase of property for a new facility. (Melanie Marsh)

Snipped from page 14 of the document called ME Advisory Committee Minutes (59 pages total). The above meeting occurred on August 11, 2021. The 59-page document provided by Cassidy includes other highlighted sections where this concept was discussed, this is just an example.

Chief Mascho passed out the 24 page draft Request for Proposals (RFP) for the new Medical Examiner Office facility. Each of the six counties will need to enter into an Interlocal Agreement guaranteeing payment to Marion County. Commissioner Breeden asked each county to take the RFP back to their county attorney, Procurement departments and Commissions for feedback and provide an update at the next meeting. The Medical Examiner Advisory Committee will keep this on the radar, since this is a long process.

3. **Reversion of ownership of the current facility in Leesburg back to Lake. (Kate Latorre)**

“Reversionary Clause” from the 2021 County Deed

REVERTIONARY CLAUSE:

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 a reversion, Marion County shall return the building in as good or better condition than when received, reasonable wear and tear excepted.

Page 2 of the 2018 Interlocal

WHEREAS, it is contemplated that the DISTRICT 5 COUNTIES and SEMINOLE will jointly use the existing medical examiner facility for the DISTRICT 5 COUNTIES, located at 809 Pine Street, Leesburg, Florida 32748 and owned by LAKE, as both the District 5 and District 24 Medical Examiner Facility (the “Medical Examiner Facility”); and