

**INTERLOCAL AGREEMENT BETWEEN  
CITRUS COUNTY, HERNANDO COUNTY, LAKE COUNTY,  
MARION COUNTY, SEMINOLE COUNTY, AND SUMTER COUNTY  
FOR COST SHARE OF MEDICAL EXAMINER SERVICES AND  
RELATED MATTERS**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between CITRUS COUNTY (in this Agreement referred to as "CITRUS"), HERNANDO COUNTY (in this Agreement referred to as "HERNANDO"), LAKE COUNTY (in this Agreement referred to as "LAKE"), MARION COUNTY (in this Agreement referred to as "MARION"), SEMINOLE COUNTY (in this Agreement referred to as "SEMINOLE"), and SUMTER COUNTY (in this Agreement referred to as "SUMTER"), all of which are political subdivisions of the State of Florida. CITRUS, HERNANDO, LAKE, MARION, AND SUMTER are collectively referred to in this Agreement as the "DISTRICT 5 COUNTIES."

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes (2018), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE and SUMTER are "public agencies" within the meaning of Chapter 163, Florida Statutes, Intergovernmental Program, Part I, Section 163.01, the Florida Interlocal Cooperation Act of 1969; and

**WHEREAS**, Florida Medical Examiner District 5 consists of CITRUS, HERNANDO, LAKE, MARION and SUMTER, that is, the DISTRICT 5 COUNTIES; and

**WHEREAS**, Florida Medical Examiner District 24 consists only of SEMINOLE; and

**WHEREAS**, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE and SUMTER desire to enter into this Agreement for the joint operation of the District 5 and 24 Medical Examiner's Office in accordance with Chapter 406, Florida Statutes (2018); and

**WHEREAS**, it is contemplated that Dr. Barbara Wolf ("Dr. Wolf"), the President of Medicus Forensics, P.A., will be appointed by the State Attorney of the Eighteenth Judicial Circuit, State of Florida, to serve as the Medical Examiner for Florida Medical Examiner District 24; and

**WHEREAS**, it is contemplated that the DISTRICT 5 COUNTIES and SEMINOLE will jointly engage Medicus Forensics, P.A., to perform medical examiner services for the DISTRICT 5 COUNTIES and SEMINOLE.

**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

**WHEREAS**, the DISTRICT 5 COUNTIES collectively and SEMINOLE desire to pro-rate and allocate the operating costs and capital expenditures relating to the use and of maintenance of the Medical Examiner Facility based on relative population size, that is 71.26% to the DISTRICT 5 COUNTIES and 28.74% to SEMINOLE; and

**WHEREAS**, the DISTRICT 5 COUNTIES previously entered an interlocal agreement to allocate and to pro-rate the operating costs and capital expenditures relating to the use and maintenance of the Medical Examiner Facility among themselves and it is the intent of the instant Agreement for the DISTRICT 5 COUNTIES to continue their current allocations during the first year of this agreement, according to the prior interlocal agreement; and

**WHEREAS**, the prior interlocal agreement designated MARION to implement that agreement administratively on behalf of the DISTRICT 5 COUNTIES and, therefore, SEMINOLE will pay MARION to administer payment of all costs associated with Dr. Barbara Wolf and her company, Medicus Forensics, P.A., providing medical examiner services for SEMINOLE, and SEMINOLE's use of the Medical Examiner Facility; and

**WHEREAS**, it is the intent of the parties to implement this Agreement without increasing the medical examiner costs of the DISTRICT 5 COUNTIES or reducing the level of medical examiner services to the DISTRICT 5 COUNTIES in any way. It is the expectation of the DISTRICT 5 COUNTIES that this agreement with SEMINOLE will cause the projected timeline for an upcoming expansion of the Leesburg facility to be accelerated, with corresponding additional expense to the DISTRICT 5 COUNTIES. This agreement will provide for a separate Facility Use Charge to be paid annually by SEMINOLE to account for this expense; and

**WHEREAS**, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE and SUMTER find that it is to the public benefit and in the public interest to enter into this Agreement,

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefit of the parties, and their respective citizens, the parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**Section 2. Purpose and Intent.** It is the purpose and intent of the parties to this Interlocal Agreement to provide for the joint operation for the District 5 and 24 Medical Examiner's Offices in accordance with Chapter 406, Florida Statutes (2018), as this statute may be amended from time to time.

respective counties, with such payment to be made quarterly, in advance (October 1, January 1, April 1 and July 1) of each year.

(b) SEMINOLE may select a representative who would attend the annual Florida Medical Examiner District 5 meeting held in February to discuss any of SEMINOLE concerns or matters of mutual concern to Florida Medical Examiner District 5 and District 24. Such attendance and representation would not in any way make District 24 merge into District 5 or give District 24 any voting privileges at such meetings. If necessary, provision will be made for a "joint meeting" of District 24 and District 5.

**Section 6. MARION's Responsibilities as Administrative Coordinator.**

(a) All Counties hereby designate MARION as the Administrative Coordinator for the purpose of carrying out this Interlocal Agreement.

(b) The Administrative Coordinator shall be responsible for managing all funds, and all properties jointly owned by the counties, associated with the execution of this Interlocal Agreement.

(c) LAKE shall supply the facility to be used in the capacity of the District Medical Examiner's Office; however, any and all costs of maintenance, repair, upkeep, and capital expenditures as may be called for under the terms of the contract with Medicus Forensics, P.A., shall be considered costs of the District Medical Examiner's Committee, and included in the annual budget. LAKE shall transfer title to any assets of the counties to the Administrative Coordinator, or to the counties, as may be required to carry out the purposes of this Agreement. MARION, as the Administrator, shall have the option of using its own forces, or contracting for maintenance, repair, and upkeep of the Medical Examiner's Facility.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**RESOLUTION NO. 2021-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
LAKE COUNTY, FLORIDA, CONVEYING ALTERNATE KEYS 1266319  
AND 1266297 TO MARION COUNTY FOR USE AND ADMINISTRATION  
OF THE MEDICAL EXAMINER'S FACILITY WHICH WILL BENEFIT  
THE CITIZENS OF LAKE COUNTY, FLORIDA.**

**WHEREAS**, Section 125.38, Florida Statutes, authorizes the Lake County Board of  
County Commissioners (hereafter "County) to convey County-owned property to any county or  
municipality of this state; and

**WHEREAS**, the County owns real property located 809 Pine Street, Leesburg, Florida  
34748 (hereinafter "Medical Examiner Facility"), which is currently used by the District 5 Medical  
Examiner's Office that serves Citrus County, Hernando County, Lake County, Marion County,  
Seminole County and Sumter County (hereinafter "District 5 ME") pursuant to an Interlocal  
Agreement dated September 25, 2018 (hereinafter "Interlocal Agreement"); and

**WHEREAS**, pursuant to the Interlocal Agreement Lake County is required to provide the  
Medical Examiner Facility and has agreed to transfer it to Marion County, the administrative  
coordinator for the District 5 ME, who shall have the option of using its own forces or contracting  
maintenance, repair and upkeep for the facility.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of  
Lake County, Florida that:

**Section 1.** The above recitals are incorporated herein.

**Section 2.** The Medical Examiner Facility is legally described as:

**Parcel 1:** The South 1/2 of Lot 16, Block 64, CITY OF LEESBURG, FLORIDA, according to the map or plat thereof as recorded in Plat Book 2, Page(s) 19, Public Records of Lake County, Less the West 70 feet thereof and also less the North 25 feet thereof.

**Parcel 2:** The East 150 feet of Lot 15, Block 64, CITY OF LEESBURG, FLORIDA, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

(a/k/a Alternate Keys # 1266319 and 1266297)

and physically located on 809 Pine Street, Leesburg, Florida, is hereby determined to be unneeded for Lake County's purposes.

**Section 3.** The Medical Examiner Facility is hereby conveyed to Marion County pursuant to the 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 the Medical Examiner Facility, then fee title shall revert to Lake County, a political subdivision of the State of Florida. Regardless of the actual value of the property, the Board has determined that the price of such property shall be \$0. In the event the property reverts back to Lake County, Marion County shall return it in as good or better condition than when received.

**Section 4.** A County Deed and any other required closing documents shall be executed by the Chairman of the Board and forwarded to Marion County. Recording fees shall be paid by Lake County.

This Instrument Prepared By:  
Melanie Marsh (mw)  
County Attorney  
Lake County, Florida  
P. O. Box 7800  
Tavares, Florida, 32778

**COUNTY DEED**  
Section 125.411, Florida Statutes

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, P.O. Box 7800, Tavares, FL 32778-7800, party of the first part, and MARION COUNTY, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Avenue, Ocala, Florida 34471, party of the second part.

WITNESSETH that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his heirs and assigns forever, all the rights, title and interest (including all interest as provided for in F. S. 270.11), of the party of the first part in the following described land lying and being in Lake County, Florida:

**Parcel 1: The South 1/2 of Lot 16, Block 64, CITY OF LEESBURG, FLORIDA, according to the map or plat thereof as recorded in Plat Book 2, Page(s) 19, Public Records of Lake County, Less the West 70 feet thereof and also less the North 25 feet thereof.**

**Parcel 2: The East 150 feet of Lot 15, Block 64, CITY OF LEESBURG, FLORIDA, according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.**

(a/k/a Alternate Keys # 1266319 and 1266297)

**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.*

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its BOARD OF COUNTY COMMISSIONERS acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Sean M. Parks, Chairman

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
County Attorney

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Sean M. Parks, Vice Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

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

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
County Attorney