

From: [Tart, Amanda](#)
To: [Gowen, Coral](#)
Subject: Fw: MEDICAL EXAMINER review of existing agreement
Date: Wednesday, January 15, 2025 5:25:04 PM
Attachments: [doc_20250115155206.pdf](#)

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Amanda Tart

Assistant County Administrator

Administration

Main: 352-438-2300 | Cell: 352-304-0885

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From: Minter, Matthew <Matthew.Minter@marionfl.org>
Sent: Wednesday, January 15, 2025 4:39:38 PM
To: Bryant, Kathy <Kathy.Bryant@marionfl.org>; Zalak, Carl <Carl.Zalak@marionfl.org>; Stone, Michelle <Michelle.Stone@marionfl.org>; Curry, Craig <Craig.Curry@marionfl.org>; McClain, Matthew <Matthew.McClain@marionfl.org>; Bouyounes, Mounir <Mounir.Bouyounes@marionfl.org>; Tart, Amanda <Amanda.Tart@marionfl.org>; Banta, James <James.Banta@marionfl.org>; Kruger, Robert <Robert.Kruger@marionfl.org>
Cc: Olesky, Dana <Dana.Olesky@marionfl.org>; Matthew Minter <matthew.minter@gmail.com>
Subject: MEDICAL EXAMINER review of existing agreement

As a follow-up to my message this morning regarding the pending new Interlocal Agreement between Lake County and Seminole County, whereby Lake would leave District 5, and join Seminole in District 24, and they claim they would then use the current Leesburg building, I have attached the current 2024 Interlocal Agreement between the six counties, and make the following observations:

1. Although the proposed SEMINOLE / LAKE agreement provides in Section 3(b) that "The Parties (i.e., SEMINOLE AND LAKE) agree that TITLE TO the existing Medical Examiner facility (in Leesburg) "will REVERT from Marion County to Lake" UPON TERMINATION OF THE INTERLOCAL AGREEMENT (between the 6 counties) [A copy of that agreement is ATTACHED hereto]" . . .

COMMENTS: 1) It says "the Parties agree" . . . but the OWNER of the building (MARION) is not a party to that agreement, and thus it is not binding on Marion. 2) Nothing in the 2024 Agreement between the six counties contains the foregoing language, i.e., that "upon termination of the Interlocal Agreement the Title to the Facility will revert back to Lake. Sec. 24, Termination, of the 2024 Agreement SAYS NOTHING ABOUT the disposition of the Facility upon termination of the Agreement. Rather, Sec. 5(b) of the 2024 Agreement provides that "Marion will continue to supply the facility to be used in the capacity of the District Medical Examiner's Office UNTIL THE NEW MEDICAL EXAMINER FACILITY PROJECT IS COMPLETE. And,

Sec. 5(c) of the 2024 Agreement provides, "UPON COMPLETION OF THE NEW MEDICAL EXAMINER FACILITY, MARION will EXECUTE A DEED conveying the Leesburg Facility back to Lake."

The COUNTY DEED by which LAKE conveyed the building to MARION on April 13, 2021, contains a "REVERTIONARY (sic) CLAUSE" that provides: "This property is being transferred to MARION COUNTY as PART OF AN INTERLOCAL AGREEMENT BETWEEN [the six counties] . . . for the Medical Examiner. PROVIDED, however, that IN THE EVENT THIS PROPERTY CEASES TO BE USED FOR AS (sic) THE MEDICAL EXAMINER'S FACILITY, THEN Fee title SHALL REVERT TO Lake County . . .

COMMENT: Thus, the 2024 six party agreement and the Deed to Marion County have inconsistent provisions about how title to the Facility would return to Lake County. The Deed says that if the Property ceases to be used for the ME Facility, then it will REVERT to Lake County; whereas the 2024 Agreement provides that upon completion of the new ME facility, Marion will EXECUTE A DEED for the facility to LAKE County.

THE IMPORTANT POINT IS that neither the 2024 Agreement nor the Deed provide that "upon the termination of the (2024) Interlocal Agreement, that the title will revert back to Lake County. Thus, the new proposed Agreement between Lake and Seminole does not accurately state what would cause the title to the Facility to return to Lake County. Both the Deed, and the 2024 Agreement protect MARION's interest in the Facility, until a new Facility is constructed.

2. The 2024 Agreement expressly SUPERSEDES all previous agreements. It is the ONLY AGREEMENT between the six counties. Thus, anything that may have been stated in a prior agreement that did not get restated in the 2024 Agreement, with respect to Lake regaining title to the Facility, is of no effect.

3. The 2024 Agreement provides that any party to that Agreement may invoke the DISPUTE RESOLUTION PROVISIONS of the Agreement. And, if that fails, then disputes can be litigated in Circuit Court, with the venue for such action being in LAKE COUNTY, Florida. The prevailing party in such litigation can recover its COSTS, but each party will bear its own ATTORNEY'S FEES.

4. Under the 2024 Agreement, "Any party may TERMINATE the Agreement, for convenience or otherwise, UPON AT LEAST EIGHTEEN (18) MONTHS WRITTEN NOTICE TO THE OTHER PARTIES . . ." Thus, Seminole or Lake could give such written notice, and that would start the 18 month period. But, as stated above, that does not govern title to the Facility.

See the 2024 Agreement, ATTACHED.

Matthew Minter
County Attorney
County Attorney
Main: | Direct: 352-438-2337
Empowering Marion for Success! <www.marioncountyfl.org>
-----Original Message-----
From: ca.copier@mcbcc1.org <ca.copier@mcbcc1.org>
Sent: Wednesday, January 15, 2025 3:52 PM
To: Minter, Matthew <Matthew.Minter@marionfl.org>

Subject: scanned document - do not reply

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