# Marion County Districts 5 & 24 Medical Examiner Advisory Committee

## Meeting Agenda

Wednesday, February 12, 2025 2:00 PM Sumter County Service Center, 7375 Powell Road, Wildwood, FL

- 1. Call to Order
- 2. Roll Call and Determination of Quorum
- 3. Proof of Publications
- 4. Review and Approval of Meeting Minutes
  - **4.1.** <u>Medical Examiner Advisory Committee Meeting Minutes November 13,</u> 2024

### 5. Old Business

5.1. FY 24/25 1st Quarter Budget Report

### 6. New Business

- 6.1. FY 25/26 Medical Examiner Proposed Budget
- 6.2. Notation for Record: Effective January 1, 2025 Commissioner Amy Lockhart will serve as the liaison representative and Commissioner Jay Zembower will serve as the alternative representative, for the Seminole County Board of County Commissioners, to the Districts 5 and 24 Medical Examiner Board.
- **6.3.** <u>Request approval of settlement of civil action regarding Ruthel Forbes v.</u> <u>District 5 Medical Examiner.</u>
- 6.4. Update on Discussions of Lake County Exploring Potential Alignment with Seminole County in Medical Examiner District 24 as pertains to the new Medical Examiners Building.
- 6.5. <u>Elect Chair and Vice-Chair for a One-Year Term.</u>
- 7. Next Meeting Date: May 14, 2025 2:00 p.m.
- 8. Adjournment

# Marion County

## Districts 5 & 24 Medical Examiner Advisory Committee

Agenda Item

File No.: 2025-17973

Agenda Date: 2/12/2025

Agenda No.: 4.1.

### SUBJECT:

Medical Examiner Advisory Committee Meeting Minutes - November 13, 2024

**DESCRIPTION/BACKGROUND:** See attached.

2

#### Districts 5 and 24 Medical Examiner Advisory Committee Meeting November 13, 2024 - DRAFT

- Call to Order The Districts 5 and 24 Medical Examiner Advisory Committee meeting was called to order at 2:00 p.m. on Wednesday, November 13, 2024 at the Sumter County Service Center, 7375 Powell Road, Room 102, Wildwood, FL.
- 2. Roll Call and Determination of a Quorum Roll call was taken and a quorum was met.

#### Members Present

Jeff Bogue, Sumter County Board of County Commissioners Jerry Campbell, Hernando County Board of County Commissioners Holly Davis, Chair, Citrus County Board of County Commissioners Michelle Stone, Marion County Board of County Commissioners Jay Zembower, Vice-Chair, Seminole County Board of County Commissioners (Arrived 2:24 pm) Anthony Sabatini, Lake County Board of County Commissioners (Non-voting Representative)

#### In Attendance

Barbara Wolf, M.D., Medical Examiner, Districts 5 & 24 Medical Examiner's Office Lindsey Bayer, Director of Operations, Districts 5 & 24 Medical Examiner's Office Bradley Arnold, County Administrator, Sumter County Board of County Commissioners Jennifer Barker, County Manager, Lake County Board of County Commissioners Melanie Marsh, County Attorney, Lake County Board of County Commissioners James Toy, Intergovernmental Affairs Manager, Citrus County Board of County Commissioners Mounir Bouyounes, County Administrator, Marion County Board of County Commissioners James Banta, Fire Chief, Marion County Fire Rescue Meloney Koontz, Assistant County Manager, Seminole County Board of County Commissioners Matthew Minter, County Attorney, Marion County Board of County Commissioners Amanda Tart, Assistant County Administrator, Marion County Board of County Commissioners Jared Goodspeed, Director, Marion County Facilities Management David Feger, Assistant Director, Marion County Facilities Management Audrey Fowler, Budget Director, Marion County Clerk of the Court Robert Kruger, Deputy Chief, Marion County Fire Rescue Beth Jones, Budget and Administrative Coordinator, Marion County Fire Rescue Deann Broyles, Budget and Administrative Coordinator, Marion County Fire Rescue Pam Doherty, Administrative Staff Assistant, Marion County Fire Rescue

**3. Proof of Publications** – Legal advertisements were published on November 1, 2024 in the Hernando Sun #C9E154AE0016 and the Citrus County Chronicle Ad #50100770; and November 3, 2024 in the Ocala Star Banner Ad #10714473, Orlando Sentinel Ad #7718563, Lake Sentinel Ad #7718565, and The Villages Daily Sun Ad #01216401.

*Motion:* Commissioner Stone made a motion to approve the proof of publications and Commissioner Campbell seconded the motion. The motion carried unanimously 4-0.

**4. Review and Approval of August 14, 2024 Minutes** – The minutes from the August 14, 2024 Districts 5 and 24 Medical Examiner Advisory Committee meeting were submitted for approval.

*Motion:* Commissioner Stone made a motion to approve the minutes from the August 14, 2024 Districts 5 and 24 Medical Examiner Advisory Committee meeting and Commissioner Bogue seconded the motion. The motion carried unanimously 4-0.

### 5. Old Business

### 5.1 Medical Examiner's Facility Update

Jared Goodspeed, Facilities Director, Marion County Board of County Commissioners, provided the Medical Examiner's facility update. The recent conceptual cost estimate was received November 8, 2024 for the estimated 24,000 square foot structure. The project cost was \$21,262,482, which is \$889 per square foot.

Mounir Bouyounes, County Administrator, Marion County Board of County Commissioners, advised that this estimate did not include the cost of floating the bond and the financing costs which have yet to be determined.

### 5.2 FY 23/24 4<sup>th</sup> Quarter Budget Report

Robert Kruger, Deputy Chief, Marion County Fire Rescue, gave an overview of the 4<sup>th</sup> Quarter FY 23/24 Budget Report covering July 1, 2024 through September 30, 2024. This quarter contains the following budget amendments: moving \$5,000 from Operating Supplies to Contractual Services for the autopsy disposal costs through Facilities; moving \$4,000 from Utility Services to Repairs/Maintenance – Equipment for repair of broken autopsy saws; recognizing \$3,000 for the Coverdell Grant to purchase approved items; moving \$8,000 from Capital Improvement Funding to Operating Supplies to purchase new autopsy saws (since repairs would not be completed by end of fiscal year); and moving \$300 from Repairs/Maintenance – Equipment to Communication Services for a shortage in phone bills.

Commissioner Campbell asked for clarification on the saws that were sent for repair. Beth Jones, Budget and Administrative Coordinator, Marion County Fire Rescue, advised that five saws were recently sent for repairs and returned; two saws were recently purchased; and five additional saws will be sent for repairs. The Medical Examiner currently has seven working saws.

### 5.3 Interlocal Agreement for Cost Share of Medical Examiner Services

Mr. Bouyounes advised that all executed Interlocal Agreements have been received for cost share and allocations. A copy of the 17-page fully executed Interlocal Agreement for Cost Share of Medical Examiner Services, dated October 1, 2024 was provided to the Medical Examiner Advisory Committee.

### 6. New Business

6.1 Lake County to Provide an Update on Discussions Exploring Potential Alignment with Seminole County in Medical Examiner District 24 as an Alternative to Participating in the Proposed Medical Examiner Facility Expansion in District 5

Commissioner Sabatini advised it is the unanimous will of the Lake County Board of County Commissioners (BCC) to leave the District 5 Medical Examiner and join District 24 Medical Examiner as it made more fiscal sense for Lake County. Commissioner Davis advised that she was deeply disturbed and disappointed as to how this decision took place as this conversation should have taken place during a District 5 and 24 Medical Examiner Advisory Committee meeting. Commissioner Davis stated that she did not know if there were Sunshine Law violations that occurred or handled between attorneys and County Administrators, but the process that took place was not okay. Commissioner Stone advised that it was unfortunate that Marion County Board of County Commissioners (BCC) learned of this decision from Seminole County Board of County Commissioners (BCC) at a Florida Association of Counties (FAC) conference. She stated that it was the understanding that the Governor will have to approve this decision. In the meantime, this Advisory Committee will continue to operate as usual. Commissioner Stone noted that the Medical Examiner's building currently was in Marion County's name, while although the facility was located in Lake County. The facility is an asset that all six counties share, including

the equipment and building. All six counties have paid into these assets. Commissioner Stone advised that the Advisory Committee would need to figure out how to separate the payment portion between Districts 5 and 24. She asked where Lake County would operate once the payment portion was determined. District 5's volume would be significantly less because one-third of the overall volume would be removed. Commissioner Bogue said the Advisory Committee may reconsider the option of District 5 staying in the current building in Lake County and operating from this location. Commissioner Davis noted this project required an enormous amount of work from staff.

Commissioner Stone advised that Marion County has already expended over \$3,000,000 on this capital improvement project. The Advisory Committee would need to determine the best way to factor in all the expenses associated with the project. Commissioner Davis advised that she supported making sure all counties paid their fair share. Commissioner Sabatini advised that former Commissioner Blake was previously the lead Commissioner on this Advisory Committee and had the trust of Lake County BCC as to the decisions regarding the capital project. Commissioner Blake's well-informed opinion. Lake County would be negligent to their taxpayers if decisions were made that did not benefit the taxpayers.

Commissioner Stone advised that if conversations were happening in Lake County, it was disrespectful to District 5 that the Advisory Committee was not included. The Advisory Committee would not have moved forward to purchase property and contracted with a Construction Manager (CM). Former Commissioner Blake voted in favor of this project, while he was representing Lake County.

Commissioner Campbell stated that the timing of this decision was frustrating. Commissioner Campbell noted that he remembered discussing the possibility of Seminole County exiting and doing something on their own, but it did not include Lake County. This decision came at the last second of the 24<sup>th</sup> hour. The Advisory Committee has an agreement which is expected to be followed.

Commissioner Sabatini stated that former Commissioner Blake did his due diligence and discovered information where Lake County would be in a better position by exercising this option.

Commissioner Davis noted that the remaining District 5 Commissioners would like Commissioner Sabatini to share the information with this Advisory Committee if there was a better way to do the same work in a more cost-effective method with the same level of quality. The Advisory Committee would like to know Lake County's savings and how this benefits the rest of the members. Commissioner Davis asked what the Medical Examiner Advisory Committee was missing. Commissioner Stone advised that Commissioner Sabatini, as being an elective official who is still a partner with District 5, has a fiscal responsibility to allow the Advisory Committee the information to make sure taxpayers were benefiting from any decisions that were made. Commissioner Stone asked Commissioner Sabatini, if Lake County had made the best decision to please help the members of the Advisory Committee understand, so that the members were enlightened as to why the decision to stay in the same building was beneficial. Commissioner Sabatini noted that there was not a single person in Lake County that he wants to explain this decision to, and there's probably no one in Marion County that he feels justified or the need to explain this decision to. The decision was a Lake County decision and this committee knows Lake County's position. Commissioner Sabatini confirmed Lake County's position was clear and Lake County will exit District 5 and go to District 24. Commissioner Stone questioned where Lake County will perform autopsies since the Medical Examiner's building was the District 5 Medical Examiner's office. Commissioner Sabatini advised that he attended the meeting only to communicate the decision, rather than provide justification.

Commissioner Stone asked Dr. Wolf if she was aware of where Lake County will perform autopsies in the future for District 24. Dr. Wolf advised that no discussions have taken place pertaining to locations. Commissioner Stone stated that it was expected that Lake County would vacate the premises if they did not want to be a member of District 5. District 5 would continue to operate at the current Medical Examiner facility and could slow down moving forward the process of building a new facility, due to reduced capacity and workload.

Commissioner Davis noted that Commissioner Sabatini's position has been made very clear. She questioned when Lake County planned to depart so that District 5 members can move forward with its plans. Commissioner Davis advised that a public records request would be a method of which to find out how to get the same tax savings for all the citizens involved.

Commissioner Campbell referenced the Interlocal Agreement dated October, 1, 2024 and asked Commissioner Sabatini if eighteen (18) months' written notice of termination had been given. Mr. Bouyounes advised the written notice had not been received. Commissioner Sabatini advised that he would have to speak with their County Attorney regarding legal matters on this contract. Matthew Minter, County Attorney, Marion County Board of County Commissioners, noted Section 24 of the Interlocal Agreement required at least eighteen (18) months advance written notice for termination to the other parties served, or if mutually agreed, an earlier termination date, if extraordinary circumstances exist.

Commissioner Stone noted that all counties have paid for the equipment (freezers, x-ray machines, saws, etc.). When the two counties exit, the Agreement did not cover equipment. Mr. Minter noted that Lake County and Seminole County operated in good faith. There needed to be an equitable winding down of the parties' various interests, the equipment purchases made and the expenditures incurred. Section 14 of the Interlocal Agreement had a dispute resolution provision. This resolution would require the good faith of all parties working together.

Commissioner Zembower arrived at 2:24 pm.

Commissioner Campbell asked if Lake County and Seminole County were already committed to the property and design work in some capacity. Mr. Minter noted that may be the case in the preliminary work. The question arose if any other counties were contemplating leaving District 5. Citrus, Hernando and Sumter clarified that their respective counties were not contemplating leaving District 5.

Commissioner Bogue asked Dr. Wolf about her contract and if she would stay with District 5 and how the process would work. Dr. Wolf noted that it was her understanding that she believed both districts were included in the contract and she would continue to serve both districts in the capacity the committee determined. As it stands, if notice is given, the Medical Examiner can run two offices and serve in both capacities. She would continue to honor the contractual commitments to both districts.

Dr. Wolf stated the districts were based on Florida's Administrative Code where the goal was to equitably distribute the population and workload. Commissioner Stone questioned if this decision would go to the legislative body in Tallahassee to finalize. Dr. Wolf noted she believed this matter was being researched by the Florida Medical Examiners Commission's legal advisors. Commissioner Zembower stated that the Florida Department of Law Enforcement (FDLE) was the governing body that oversaw these issues. The matter had gone through FDLE, and will go to the Medical Examiners Commission's Board and then would be signed off by the Governor. Dr. Wolf advised that the Medical Examiners Commission was part of FDLE.

Commissioner Zembower stated that the Seminole County BCC had directed his staff to move forward with a different route. Commissioner Zembower's staff believed there were errors in the calculations. Commissioner Zembower noted his Commission directed his staff to look at all available options on how they can proceed to move forward and bring these options back to his Board. The desire for Seminole County and Lake County to exit and join together is just one of the options that has been communicated, but not memorialized until it goes through the approval process. Commissioner Zembower clarified that there has not been an agenda item or final vote.

Commissioner Stone noted that Commissioner Sabatini said a unanimous vote was made by Lake County to exit District 5 and join Seminole County. Commissioner Sabatini stated there may have been a misunderstanding. Commissioner Sabatini noted former Commissioner Blake was the appointee who was entrusted to decide on behalf of the Lake County BCC. Commissioner Sabatini replaced former Commissioner Blake who communicated to Commissioner Sabatini his decision, who also agreed with the decision. It was noted that Commissioner Sabatini would currently represent the decision that was made on behalf of the Lake County BCC. The decision had not been memorialized and the decision was not a formal agenda item. Commissioner Sabatini advised he will reach out to Seminole County to make this happen. General discussion ensued regarding Sunshine Laws and the possibility of violation due to discussions between Commissioner Sabatini and former Commissioner Blake.

Commissioner Zembower stated this was a business and legislative decision. Seminole County took the decision to explore other options back to their BCC. The decision will not be memorialized until decisions can be made at the FDLE level whether the opportunity is even possible. When options come back to Seminole County's BCC, Seminole County will make the decision based on options provided as to how to move forward.

Commissioner Davis advised that there was a problem with decisions happening outside of the Advisory Committee. The Advisory Committee asked Commissioner Sabatini to share the options that Lake County had to reduce the costs to citizens for Medical Examiner exams. Commissioner Sabatini stated that he was not in the business to share the options, so the Advisory Committee will ask for a public records request.

Commissioner Campbell recalled Commissioner Zembower's concerns of exploring other options in the past, but not Lake County's concerns. Being blindsided without communicating the frustration of understanding what was happening and how this decision happened was not fair to the Advisory Committee. Seminole County's intentions were heard loud and clear and communicated to the committee, but Lake County's intentions were not. The new Interlocal Agreement was just signed October 1, 2024 and then this decision was given to the Advisory Committee.

Mr. Bouyounes noted there has been no interaction with staff from Seminole County on the layout of the building and the cost estimate. With the Advisory Committee hearing the position that Lake County would like to exit, Mr. Bouyounes recommended getting this position in writing so District 5 can move forward with business and reconsider new options. The Advisory Committee needed to go back and reevaluate all options available for the remainder of District 5. This process cannot be accomplished in an efficient and fiscally responsible manner until District 5 knew officially what Lake County and Seminole County planned. To date, Marion County had spent almost \$3,000,000 to buy the property and \$100,000 on architectural costs.

Commissioner Bogue noted his disappointment with Lake County. Lake County had been good partners but hearing about this was disheartening. Commissioner Bogue recommended an exit letter be drafted by Seminole County and Lake County, if Lake County cared to join, and then

continue the process with FDLE. Two unhappy partners will make this committee very dysfunctional moving forward.

Commissioner Campbell asked if District 5 could issue an eighteen (18) month termination letter to Seminole County. Mr. Minter stated it would be prudent to talk to each county's BCC, attorneys and staff. Mr. Minter heard Commissioner Zembower say Seminole County was looking at their options. Mr. Bouyounes noted that with Seminole County looking at their options, this was putting everything on hold. Commissioner Campbell stated that it sounded like a decision had been made, but Seminole County was not sure with what option the Counties were moving forward. Commissioner Campbell advised that it was his suggestion for District 5 to issue Seminole County a termination letter. Commissioner Zembower stated his BCC directed his staff to look at all options, including staying here in this current position. If it was the will of this Committee to separate with Seminole County, then Seminole County would accept that. Commissioner Bogue noted that was directly in contradiction to what Commissioner Sabatini previously stated. Commissioner Sabatini advised that Lake County had made the decision to exit from District 5 and join District 24 on their own. Commissioner Zembower advised that the decision could not be made if FDLE had not facilitated that option. The decision was an option that was being explored. Seminole County was vetting the process of looking at all options.

Commissioner Campbell noted Section 24 of the Interlocal Agreement, effective October 1, 2024 indicated that any party may terminate the agreement for convenience or otherwise, upon at least eighteen (18) months written notice to the other party served according to Section 10. He advised that he interpreted that as District 5 could terminate District 24 or vice-versa.

Commissioner Sabatini advised that upon learning new information, former Commissioner Blake concluded that Lake County can and should leave District 5, after the final approval from the state agency. Former Commissioner Blake had communicated his position legally to Commissioner Sabatini and now the position was Commissioner Sabatini's position. He stated the whole Lake County BCC entrusted this decision to him. Commissioner Davis advised that this was a consensus from the Lake County's BCC to terminate from District 5, not a vote.

Melanie Marsh, County Attorney, Lake County Board of County Commissioners, stated the Lake County BCC had the discussion of looking at and exploring other options, but have not officially made a vote. For the record, Ms. Marsh noted that Commissioner Sabatini did not violate Sunshine Laws. The Sunshine Laws did not apply to Commissioner Sabatini speaking to an outgoing Commissioner that was not concurrently on the BCC. Ms. Marsh advised for the record that typically termination provisions were for a specific party. Lake County can terminate its ability or its right to be a part of this contract, but Ms. Marsh did not believe another county could bring a motion to terminate another county. If the county did not want to be a part of the contract, the county would give the eighteen (18) month written notice.

Commissioner Davis advised that another meeting may need to be scheduled sooner than February 2025.

Commissioner Davis asked Dr. Wolf how losing one-third of the current District 5 and 24 Medical Examiner workload would affect the space at the current facility. Dr. Wolf advised that the facility was old, but functional. If the autopsy load was decreased, then the potential facility longevity would increase. If it was only Seminole County leaving the District, it would not decrease the workload sufficiently to make it viable to stay in that building for any period of time. If Seminole County and Lake County both left, the longevity of the building would increase.

The Medical Examiner's building is owned by Marion County for the use of District 5. If District 5 did not exit, Lake County and Seminole County would not be able to force Marion County to exit.

The Interlocal Agreement defined that the terminating party is responsible for payment of their portion through the last day of the 18<sup>th</sup> month after the written termination letter was submitted.

Mr. Minter advised that for membership on advisory boards of this type, participating members would designate one of their commission members to be a representing member on the Advisory Committee. Sending someone as a representative did not represent a delegation of a decision-making authority of that County Commission to that one person, unless it was expressively stated in such manner.

Commissioner Campbell clarified that he did not make a motion to terminate Seminole County or Lake County, but was only talking out loud.

Commissioner Bogue questioned the time frame for the Advisory Committee to have an answer from Seminole County to move out of District 5 and combine with Lake County, if this was the option chosen. Commissioner Zembower noted FDLE should have an answer by the end of this year (2024). If FDLE allowed the move to be an option, would this decision be the option Seminole County desired. Commissioner Zembower advised that the decision depended on overall costs, including building Seminole County's own unit, combining with another county, getting FDLE's approval, and the signing off by the Governor. Seminole County had already discussed with Volusia County, Orange County and other counties. Seminole County staff have been trying to do their due diligence and interact with Marion County to get as much information as possible and look at all the costs.

Dr. Wolf noted the new general counsel and the Medical Examiners Commission had no experience in the issues discussed because the split had not previously occurred. By Statute, the Medical Examiners Commission was given the task of creating districts, based largely on population. The staff of the Medical Examiners Commission told Dr. Wolf they were going to ask for presentations to the Commission before making a vote Dr. Brett Kirkland, Bureau Chief, is the main staff person at the Medical Examiners Commission.

Commissioner Bogue advised that it seemed as if Dr. Wolf had been communicating with FDLE regarding this issue. Dr. Wolf advised that this was not accurate. Dr. Wolf said her office and the Medical Examiners Commission (to her knowledge) have had no knowledge or discussions with Lake County. After Commissioner Zembower spoke with Dr. Kirkland, Dr. Wolf was informed this was a possibility, in her role as Chair of the Medical Examiners Commission.

For the record, Mr. Bouyounes asked Commissioner Zembower to have Seminole County staff let him know exactly who they spoke with at Marion County regarding the building issues and cost estimates mentioned above, so this issue can be closed and an apology can be offered, if this happened. As to the other statement made regarding the project being driven by Marion County, Mr. Bouyounes respectfully disagreed with the statement. This Advisory Committee wanted to move as quickly as possible. The process was not easy dealing with six counties and will be put on hold until the Advisory Committee determines what will happen. Mr. Bouyounes recommended going back to square one to explore all the options under the remainder of District 5.

Dr. Wolf stated her last communication with Seminole County was exploring other options including the possibility of doing cases in funeral homes. Dr. Wolf advised that she had no knowledge of decisions being made as all she heard from Dr. Kirkland was Seminole County was exploring options.

Commissioner Stone noted her intention was to go back to the Marion County BCC to share the experience of this meeting. She will ask Marion County BCC of their desire as to whether to

continue to allow District 24 to be a part of District 5 and as to their direction. Commissioner Stone noted she would bring back the decision of the Marion County BCC to the next District 5 and 24 Medical Examiner Advisory Committee meeting. She stated that she would also suggest to the BCC that it may be in the best interest to stay in the original Lake County facility with the exit of Lake County and Seminole County. Commissioner Stone advised that she would also ask Marion County to put together all the expenses incurred thus far and would ask Marion County to figure out how to invoice the six counties to make Marion County whole in order to determine how to dispose of the recently purchased property, if it becomes clear that it was not necessary. Commissioner Campbell agreed and advised that Hernando County had no intent of leaving District 5.

Commissioner Zembower noted that he did not see where the other counties have made the decision to move forward or where it had been ratified by the other BCCs. Seminole County had been a partner and was willing to pay their fair share.

Mr. Minter noted the rationale for how the agreements were set up regarding population and workload. The basis could be a statute or administrative rule saying population should be used, or there could be a different way of analyzing the workload. For instance, Marion County has the higher workload and one indicator could be it housed the trauma center that is utilized by several member counties in District 5 and District 24. The trauma center was not tied to the Medical Examiner's office. A person could come from a surrounding county and pass away at Marion County's trauma center. This would benefit the other county's numbers because the decedent died in Marion County. Per Dr. Wolf, statutorily, a decedent belongs to the county a person dies in–whether or not the person resides in that county or not.

Chief Banta advised that if Lake County and Seminole County exit the agreement, the case load would reduce by approximately 1,100 cases per year.

Dr. Wolf advised that the next Medical Examiners Commission meeting is February 4, 2025.

(Ed. Note: The Medical Examiners Commission meeting is scheduled for Tuesday, February 3, 2025 at 10:00 a.m.)

*Motion:* Commissioner Campbell made a motion to temporarily suspend any further expenditures in relation to the new facility. Commissioner Bogue seconded the motion. The motion carried unanimously 5-0.

- Next Meeting Date The next District 5 and 24 Medical Examiner Advisory Committee Meeting is scheduled for Wednesday, February 12, 2025 at 2:00 p.m. at the Sumter County Service Center, Room 102, 7375 Powell Road, Wildwood, FL.
- **8.** Adjournment There being no further business to come before the committee, the meeting adjourned at 3:32 p.m.

Holly Davis, Chair Date

# Marion County

## Districts 5 & 24 Medical Examiner Advisory Committee

Agenda Item

File No.: 2025-18068

Agenda Date: 2/12/2025

Agenda No.: 5.1.

## SUBJECT:

FY 24/25 1<sup>st</sup> Quarter Budget Report

**DESCRIPTION/BACKGROUND:** See attached.

		5th a	nd	24th DISTI	RICT	r medical	EX	AMINER						
	BAR			Adjusted	FY 20	24/25 Oct - Dec 1st Qtr		Jan - Mar 2nd Qtr		Apr - Jun 3rd Qtr		Jul - Sept 4th Qtr		
	BAR Ref#	Original Budget		Budget		Actual		Actual		Actual		Actual		YTD
REVENUES														
Balance Forward		\$ 2,291,340	\$	2,308,164										
Medical Examiner District 24		\$ 1,804,398	\$	1,804,398	\$	451,100							\$	451,100
Medical Examiner Fees		\$ 1,040,000	\$	1,040,000	\$	255,271							\$	255,271
Reimbursements from other Counties		\$ 3,292,334	\$	3,292,334	\$	823,967							\$	823,967
Marion County's Share (CT132381)		\$ 1,421,587	\$	1,421,587	\$	355,397							\$	355,397
Interest - Board		\$ 85,900	\$	85,900	\$	24,509							\$	24,509
Coverdell Grant		\$-	\$	-	\$	-							\$	-
5% Budget Office		\$ 4,295	\$	4,295										
TOTAL REVENUES		\$ 9,931,264	\$	9,948,088	\$	1,910,243	\$	-	\$	-	\$	-	\$	1,910,243
EXPENDITURES														
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Administrative Fee - 5%		\$ 358,141	Ś	358,141	\$	89,535							\$	89,535
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OPERATING EXPENDITURES														
Contractual Services - Medical Examiner		\$ 6,833,923	\$	6,833,923	\$	1,855,923							\$	1,855,923
Professional Services		\$-				, ,					Г		\$	-
Contractual Services - Other		\$ 18,093	\$	18,093	\$	1,974							\$	1,974
Communications		\$ 14,700		14,700	\$	3,775					Г		\$	, 3,775
Postage & Freight		\$ 2,000	\$	2,000	\$	2,000							\$	2,000
Utility Services - Elec./Water		\$ 75,000	\$	75,000	\$	13,132							\$	13,132
Rentals & Leases - Equipment		\$ 6,150	\$	6,150	\$	1,292							\$	1,292
Insurance Premiums		\$ 31,292	\$	31,292	\$	3,999							\$	3,999
Repairs/Maint Buildings & Grounds	1	\$ 46,000	\$	46,000	\$	258							Ś	258
Repairs/Maint Equipment		\$ 28,000		28,000	\$	14,160							\$	14,160
Other Charges - Refunds		\$ -				,							\$	-
Advertising - Legal		\$	Ś	900	\$	108							\$	108
Office Supplies		\$ 1,000		1,000	\$	-							\$	-
Gasoline, Oil & Lubricants		\$,		_,	,								\$	-
Computer Software		\$ 97,536	Ś	97,536	\$	11,791							\$	11,791
Operating Supplies		\$ 16,600		16,600		560							\$	560
		- 10,000	*	20,000	Ŷ	500							<b>•</b>	500

			5th a	nd		iet v	T MEDICAL VORKSHEET 024/25	EX	AMINER				
	BAR				Adjusted		Oct - Dec 1st Qtr		Jan - Mar 2nd Qtr	Apr - Jun 3rd Qtr	Jul - Sept 4th Qtr		
	Ref#	Origir	nal Budget		Budget		Actual		Actual	Actual	Actual		YTD
Computer Hardware	-	\$	17,500	\$	17,500	\$	8,138					\$	8,138
Dues & Memberships		\$	100	\$	100	\$	47					\$	47
Training & Education		\$	-			\$	-					\$	-
Buildings - Construction and/or Improve		\$	-			\$	-					\$	-
Buildings - CIP		\$	-	\$	16,824	\$	-					\$	-
Capital Improvement Funding	1	\$	2,324,329	\$	2,304,329	\$	-					\$	-
Machinery & Equipment		\$	30,000	\$	30,000	\$	-					\$	-
TOTAL OPERATING EXPENDITURES		\$	9,543,123	\$	9,539,947	\$	1,917,154	\$	-	\$ -	\$ -	\$	1,917,154
Reserve for Capital Outlay		\$	-									_	
Reserve for Contingency		\$	50,000	\$	50,000	\$	-	\$	-				
TOTAL EXPENDITURES		\$	9,951,264	\$	9,948,088	\$	2,006,690	\$	-	\$ -	\$ -	\$	2,006,690
NET GAIN/LOSS						\$	(96,446)	\$	-	\$ -	\$ -	\$	(96,446)

#### **BUDGET AMENDMENTS**

### 1st Quarter:

<sup>1</sup>25-01-326 (10/15/24) - Moved \$20,000 out of Capital Improvement Funding to Repairs/Maint - Equipment for server warranty and for repairing broken saws that could not be completed last fiscal year due to the 6-8 week turnaround time.

# Marion County

## Districts 5 & 24 Medical Examiner Advisory Committee

Agenda Item

File No.: 2025-18073

Agenda Date: 2/12/2025

Agenda No.: 6.1.

### SUBJECT: FY 25/26 Medical Examiner Proposed Budget

**DESCRIPTION/BACKGROUND:** See attached.

Account Number	Account Name	Pr	2025/2026 oposed Budget	2024/2025 Adopted Budget			Increase or ecrease Amount
531109	Professional Service						
	Professional Service	\$	-	\$	-	\$	-
	Total	\$	-	\$	-	\$	-
534101	Contractual Services - Other						
	Hazardous Waste - Stat Medical	\$	7,500	\$	7,000	\$	500
	Lawn Maint Faithworks	\$	4,000	\$	3,500	\$	500
	Pest Control - Massey	\$	400	\$	360	\$	40
	Security & Fire Alarm Monitoring - Redwire (State Alarm)	\$	755	\$	1,133	\$	(378)
	Radiation Monitoring - Landauer (April Renewal)	\$	3,100	\$	3,100	\$	-
	Cremation Collection Fees - United We Collect	\$	3,000	\$	3,000	\$	-
	Balanced Mechanical, Dinkins & tree service	\$	-	\$	-	\$	-
	Total	\$	18,755	\$	18,093	\$	662

541101	Communications			
	Centurylink	\$ 11,000	\$ 10,000	\$ 1,000
	High Speed Internet Connection	\$ 4,500	\$ 4,000	\$ 500
	Telephone Service (DMS)	\$ 700	\$ 700	\$ -
	Total	\$ 16,200	\$ 14,700	\$ 1,500

542201	Postage and Freight			
	Cremation and Tissue Procurement Billings	\$ 2,000	\$ 2,000	\$ -
	Total	\$ 2,000	\$ 2,000	\$ -

543101	Utility Services - Elec./Water			
	Utility Services - Elec./Water	\$ 75,000	\$ 75,000	\$ -
	Total	\$ 75,000	\$ 75,000	\$ -

Account	A constant Maria		2025/2026		2024/2025		Increase or
Number	Account Name	Р	roposed Budget	Α	dopted Budget	D	ecrease Amount
544101	Rentals & Leases - Equipment						
	Copier	\$	6,000	\$	5,500	\$	500
	Copier Color Charges	\$	750	\$	650	\$	100
	Equipment Rental (Generator)	\$	-	\$	-	\$	-
	Total	\$	6,750	\$	6,150	\$	600
545101	Insurance Premiums						
	General Liability (Marion County)	\$	15,296	\$	15,296	\$	-
	Property (Marion County)	\$	15,996	\$	15,996	\$	-
	Total	\$	31,292	\$	31,292	\$	-
546101	Repairs/Maint Buildings/Grounds						
	HVAC Maintenance	\$	17,000	\$	16,500	\$	500
	Generator Inspection/Testing/Repairs/Fuel	\$	2,000	\$	2,000	\$	-
	Fire Extinguisher Maintenance	\$	3,000	\$	100	\$	2,900
	Building Sprinkler & Back Flow Testing (Cintas)	\$	2,000	\$	750	\$	1,250
	Back Flow Preventor Valves - Repair/Replace	\$	2,650	\$	2,650	\$	-
	Contingency for Unanticipated HVAC Repairs	\$	10,000	\$	10,000	\$	-
	Contingency for Unanticipated Bldg. Repairs	\$	10,000	\$	5,000	\$	5,000
	Building Maintenance (Pressure Washing, etc.)	\$	7,500	\$	6,000	\$	1,500
	Tree Work, Gate Repair etc.	\$	4,200	\$	3,000	\$	1,200
	Total	\$	58,350	\$	46,000	\$	12,350

Account Number	Account Name	Dro	2025/2026 oposed Budget	•	2024/2025 dopted Budget	П	Increase or ecrease Amount
546301	Repairs/Maint. Equipment		posed Budget		dopted Budget		ecrease Amount
	Maint./Calibration on Body & Hanging Scales	\$	3,000	\$	3,000	\$	-
	Bone Saw Refurbishment	\$	5,000	\$	-	\$	5,000
	General Equipment Repairs	\$	13,500	\$	5,000	\$	8,500
	Tota	\$	21,500	\$	8,000	\$	13,500
549201	Advertising - Legal						
	Advertise Meetings in 5 County Newspapers	\$	600	\$	900	\$	(300)
	Tota	\$	600	\$	900	\$	(300)
551101	Office Supplies						
	Office Supplies	\$	1,000	\$	1,000	\$	-
	Tota		1,000	\$	1,000	\$	-
552106	Computer Software						
002100	Medical Examiner Software	\$	65,000	\$	60,000	\$	5,000
	Computer License/Maintenance Fees	\$	24,000	\$	23,536	\$	464
	Comvault Data Backup	\$	11,000	\$	11,000	\$	-
	Database Maintenance Fees	\$	-	\$	3,000	\$	(3,000)
	Tota		100,000	\$	97,536	\$	2,464
552108	Operating Supplies						
002100	Operating Supplies	\$	8,500	\$	8,600	\$	(100)
	Camera (3)	\$	2,550	Ψ	0,000	\$	2,550
	Hanging Scale (1)	\$	2,000			\$	2,000
	Bariatric Autopsy Cart (1)	\$	9,000			\$	9,000
	Bone Saw	\$	3,200	\$	8,000	\$	(4,800)
	Xray Cassette Batteries (1 pk)	\$	2,000	·			
	Autopsy Photography Boards (2)	\$	1,600				

Account Number	Account Name		25/2026 sed Budget		2024/2025 pted Budget		Increase or crease Amount
	Total	\$	28,850	\$	16,600	\$	12,250
552116	Computer Equipment	•		-			
	Computer Equipment	\$	19,000	\$	17,500	\$	1,500
	Total	\$	19,000	\$	17,500	\$	1,500
554201	Dues & Memberships						
	Dues & Memberships	\$	50	\$	100	\$	(50)
	Total	\$	50	\$	100	\$	(50)
	Subtotal Recurring Operating Expenses	\$	379,347	\$	334,871	\$	44,476
		Ψ	010,041	Ψ	004,011	Ψ	, •
	District share based on populatior	•	•			Ψ	,
563901	District share based on population	•	•			¥	,
563901	District share based on population	n distribu	•	o distri	icts.		
563901	District share based on population	distribu \$	•			\$ \$	(2,332,329) (2,332,329)
563901	District share based on population Capital Improvement Funding Capital Improvement Funding Total	distribu \$	tion of the two	o distri \$	icts. 2,332,329	\$	(2,332,329)
	District share based on population Capital Improvement Funding Capital Improvement Funding Total Machinery & Equipment	\$ \$	tion of the two - -	o distri \$	icts. 2,332,329	\$ \$	(2,332,329) ( <b>2,332,329</b> )
	District share based on population Capital Improvement Funding Capital Improvement Funding Total	distribu \$	tion of the two - - 27,000	s \$ \$	icts. 2,332,329 <b>2,332,329</b>	\$ \$ \$	(2,332,329) (2,332,329) (3,000)
	District share based on population         Capital Improvement Funding         Capital Improvement Funding         Total         Machinery & Equipment         Autopsy Cart w/ Grid Plate (3)	\$ \$ \$ \$ \$ \$	tion of the two - -	s \$ \$	icts. 2,332,329 <b>2,332,329</b>	\$ \$	(2,332,329) ( <b>2,332,329)</b>
564101	District share based on population         Capital Improvement Funding         Capital Improvement Funding         Total         Machinery & Equipment         Autopsy Cart w/ Grid Plate (3)         Cubicles	\$ \$ \$ \$ \$ \$	tion of the two - - 27,000 50,000	\$ \$ \$	<i>icts.</i> 2,332,329 <b>2,332,329</b> <b>3</b> 0,000	\$ \$ \$ \$	(2,332,329) (2,332,329) (3,000) (3,000) 50,000
	District share based on population         Capital Improvement Funding         Capital Improvement Funding       Total         Machinery & Equipment         Autopsy Cart w/ Grid Plate (3)       Cubicles	\$ \$ \$ \$ \$ \$	tion of the two - - 27,000 50,000	\$ \$ \$	<i>icts.</i> 2,332,329 <b>2,332,329</b> <b>3</b> 0,000	\$ \$ \$ \$	(2,332,329) (2,332,329) (3,000) (3,000) 50,000

Account Number	Account Name		2025/2026 bosed Budget	Ac	2024/2025 lopted Budget		Increase or crease Amount		
534403	Contractual Services - Medical Examiner Contract								
	Total	\$	7,258,923	\$	6,833,923	\$	425,000		
	<i>Note:</i> Includes a new position for Special Transport, 5% increases for employees, overtime, vehicle purchase for 2 new vehicles and increases in operational costs.								

549624	Medical Examiner Admin Fee							
	Total	\$	381,219	\$	358,141	\$	23,078	
Note: Administration fee is 5% of recurring operating and ME contract. This does not include reserves.								

Description	Р	2025/2026 roposed Budget
District 5 & 24 Budget		
Medical Examiner	\$	7,258,923
Operating Costs	\$	379,347
Administration Fee	\$	381,219
Anticipated Revenues (Cremation/Tissue)	\$	(1,040,000)
Total	\$	6,979,489

District 5 & 24 Cost Sharing (Ani	nual)	
Citrus	\$	616,968
Hernando	\$	781,935
Lake	\$	1,609,086
Marion	\$	1,557,765
Sumter	\$	582,033
Seminole	\$	1,831,702
Total	\$	6,979,489

District 5 & 24 Cost Sharing (Quarterly)				
Citrus	\$	154,241.96		
Hernando	\$	195,483.68		
Lake	\$	402,271.57		
Marion	\$	389,441.20		
Sumter	\$	145,508.29		
Seminole	\$	457,925.52		
Total (Quarters x 4)	\$	6,979,488.90		

#### Department: CT132527 Fiscal Year 2025-26 Proposed (Revised 2025-02-10)

	2024 Estimates <sup>1</sup>	for EV 2025-26	FY 202	Comparison	FY 202	2.24	
County	Population	% of Total	Population	% of Total	Population	% of Total	Increase or Decrease
Citrus	166,151	8.84%	162,240	8.89%	158,009	8.92%	-0.05%
Hernando	210,577	11.20%	204,265	11.20%	199,207	11.24%	0.01%
Lake	433,331	23.05%	414,749	22.73%	403,857	22.79%	0.32%
Marion	419,510	22.32%	403,966	22.14%	391,983	22.12%	0.18%
Sumter	156,743	8.34%	155,318	8.51%	141,420	7.98%	-0.17%
Seminole	493,282	26.24%	484,054	26.53%	477,455	26.95%	-0.29%
District 5 & 24 Total	1,879,594	4 4	1,824,592	•	1,771,931	•	•

	Recurring Operating Cost Distribution						
District	Population	% of Total	Population	% of Total	Population	% of Total	Increase or Decrease Amount
District 5	1,386,312	73.76%	1,340,538	73.47%	1,294,476	73.05%	0.29%
District 24	493,282	26.24%	484,054	26.53%	477,455	26.95%	-0.29%
Total	1,879,594	100.00%	1,824,592	100.00%	1,771,931	100.00%	

<sup>1</sup> Source Data: Florida Estimates of Population 2024, published January 2025 - https://www.bebr.ufl.edu/population

# Marion County

## Districts 5 & 24 Medical Examiner Advisory Committee

Agenda Item

File No.: 2025-18074

Agenda Date: 2/12/2025

Agenda No.: 6.2.

### SUBJECT:

Notation for Record: Effective January 1, 2025 Commissioner Amy Lockhart will serve as the liaison representative and Commissioner Jay Zembower will serve as the alternative representative, for the Seminole County Board of County Commissioners, to the Districts 5 and 24 Medical Examiner Board.

### **DESCRIPTION/BACKGROUND:**

See letter attached dated December 23, 2024 from Commissioner Jay Zembower, Chairman, Seminole County Board of County Commissioners, and a list of Seminole County Commissioner's executive assistants.



December 23, 2024

Pam Doherty Medical Examiners Board 2631 SE Third St Ocala, Fl 34471

Dear Ms. Doherty,

Please be advised that effective January 1, 2025, Commissioner Amy Lockhart will serve as the liaison representative. I, Commissioner Jay Zembower, will serve as the alternative representative for the Seminole County Board of County Commissioners to the Medical Examiners Board.

Please see the attached list of Commissioner's executive assistants. Please send the Commission office, the dates, times, and location of your meeting.

Please call my office at 407-665-7205 with any questions or concerns.

Sincerely,

Jay Zembower, Chairman Commissioner, District 2

C: Board of County Commissioners County Commission Records

### **BOARD OF COUNTY COMMISSIONERS**



### Sheri A. Brown

Executive Assistant to Commissioner Dallari Board of County Commissioners, District 1 O: (407) 665-7215 | F: (407) 655-7958 1101 E. First Street, Sanford, FL 32771-1468 Sbrown02@seminolecountyfl.gov

### **Deborah Schafer**

Executive Assistant to Chairman Jay Zembower Board of County Commissioners, District 2 O: (407) 665-7205 C. (407) 676-2830 1101 East First Street, Office 3118 , Sanford, FL 32771 DSchafer@seminolecountyfl.gov

### **Beatriz Flores**

Executive Assistant to Commissioner Lee Constantine Board of County Commissioners, District 3 Phone: 407-665-7207 1101 East 1<sup>st</sup> Street Sanford, FL 32771 bflores@seminolecountyfl.gov

### Patricia Rawlings

Executive Assistant to Commissioner Amy Lockhart Board of County Commissioners, District 4 O: (407) 665-7201 | F: (407) 655-7958 1101 E. First Street, Sanford, FL 32771-1468 prawlings@seminolecountyfl.gov

### Melody B. Graham

Executive Assistant to Commissioner Andria Herr Board of County Commissioners, District 5 O: (407) 665-7209 | 1101 E. First Street, Sanford, FL 32771-1468 mbarker@seminolecountyfl.gov

# Marion County

## Districts 5 & 24 Medical Examiner Advisory Committee

Agenda Item

File No.: 2025-18077

Agenda Date: 2/12/2025

Agenda No.: 6.3.

### SUBJECT:

Request approval of settlement of civil action regarding Ruthel Forbes v. District 5 Medical Examiner.

### **DESCRIPTION/BACKGROUND:**

The District 5 Medical Examiner's Office has been sued regarding a claim of negligence concerning the misplaced skull of a homicide victim. The County Attorney's office is recommending approval of the settlement of this lawsuit for \$20,000. See attached memorandum from Matthew Minter, County Attorney, and the Notice of Intent to File an Action from Simon Law Group, P.A.



## Marion County Board of County Commissioners

Office of the County Attorney

601 SE 25<sup>th</sup> Ave. Ocala, FL 34471 Phone: 352-438-2330 Fax: 352-438-2331

## **MEMORANDUM**

To:	Members of District 5 Medical Examiner Board and District 24 Advisory Committee
From:	Matthew G. Minter, County Attorney
Date:	February 10, 2025
Subject:	Request for approval of settlement of civil action – Ruthel Forbes v. District 5 Medical Examiner

The District 5 Medical Examiner's Office has been sued regarding a claim of negligence concerning the misplaced skull of a homicide victim, Cedric Wayne McFadden, which related back to the Assistant Medical Examiner who performed an autopsy on the decedent in 2005, before Dr. Wolf became the District 5 Medical Examiner. Last year, the Medical Examiner's Office discovered the skull in a container in the Medical Examiner's Facility. Initially, the Medical Examiner's staff did not know the identity of the skull, but eventually confirmed it was the skull of Mr. McFadden. The Medical Examiner's office notified the decedent's family who, although initially appreciative of the efforts that had been made by the Medical Examiner's staff, after consulting with an attorney, decided to file a claim against the Medical Examiner. See copy of Notice of Intent attached.

The Marion County Attorney's Office, with the approval of the Advisory Committee, assumed the defense of this matter. The Plaintiff's original demand on October 7, 2024 was for \$200,000. Between that date and December 20, 2024, Assistant County Attorney had several negotiating communications with Plaintiff's counsel. This culminated in a proposed settlement amount of \$20,000.00.

In consideration of the expenses that will be incurred if we proceed with litigation, and the risks attendant with a jury trial, particularly one where the claim may strike an emotional chord with the jury members, I am recommending approval of the settlement of this lawsuit for \$20,000.00. Pursuant to Florida Statutes, the Plaintiff's attorney fees will be paid from that amount, and are capped at 25% of the total amount.

**Empowering Marion for Success** 



May 2, 2024

### NOTICE OF INTENT TO FILE AN ACTION PROVIDED PURSUANT TO FLORIDA STATUTE 768.28(6)(a)

District 5 & 24 Medical Examiner Office Barbara C. Wolf, M.D. 809 Pine Street Leesburg, Florida 34748 VIA CERTIFIED MAIL RETURN RECEIPT REQUEST 9589071052700990824300

Florida Department of Financial Services Jimmy Patronis, CFO 200 E. Gaines Street Tallahassee, FL 32399

VIA CERTIFIED MAIL RETURN RECEIPT REQUEST 9589071052700990824294

### IN THE CIRCUIT COURT OF THE 5<sup>th</sup> JUDICIAL CIRCUIT, CIVIL DIVISION, IN AND FOR LAKE COUNTY, FLORIDA

RE: Claimant: Ruthel Forbes Date and Place of Birth: August 5, 1953/ Ocala, Florida

vs.

### Lake County Medical Examiner Office.

Dear Sir and Madam:

Pursuant to § 768.28(6)(a), Florida Statutes, notice is hereby given of a claim and intent to file a civil action on behalf of Claimant, **Ruthel Forbes**, against the **Lake County Medical Examiner Office** for its mishandling of Cedric Wayne McFadden's Remains.

On or around April 28, 2024, our client received a phone call from Lake County Medical Examiner's office advising her that they found her son, Cedric Wayne McFadden's skull and part of his spine in a bin, in their building, twenty years after they were allegedly released to Summer's Funeral Home in Ocala Florida on June 15, 2005. Because of the **Lake County Medical Examiner office's** failure to exercise reasonable care and mishandling of the client's son's remains, the Claimant's injuries were directly and proximately caused by the **Lake County Medical Examiner office's** omissions. These omissions include the following:

SIMON LAW GROUP, P.A.

1313 E. Robinson St. Orlando, FL 32801|348 E. Adams Street, Jacksonville, Florida 32202|T (407) 622-5090 F (407) 583 -4185

27

- a. Failing to use ordinary care to keep the remains of Cedric McFadden's intact and provided all body parts to Summer's Funeral Home;
- b. Failing to follow all other instructions of Plaintiff as the legally authorized person as defined by Chapter 497, Florida Statutes;
- c. Failing to maintain proper records pertaining to the decedent's remains; and
- d. Failing to employ policies and procedures to ensure remains of the decedents were properly released to the legally authorized person in accordance with Chapter 497, Florida Statutes.

As a result of **Lake County medical Examiner office's** omissions, the Claimant was injured. The Claimant is unaware of any adjudicated penalties, fines, fees, victim restitution, or other judgments in excess of \$200 imposed upon her by any civil, criminal, or administrative tribunal. Moreover, the Claimant does not owe the State of Florida or any of its agencies subdivisions, any prior adjudicated unpaid claims in excess of \$200.

One hundred eighty (180) days from the date of this notice, should this claim be unresolved, the Claimant will bring an action against **Lake County Medical Examiner.** for its liability and the damages due therefore. Nothing in this notice should be interpreted or is intended as a waiver by the Claimant to at any time bringing another claim or action to which the facts entitle her, against the State of Florida or any individual, as to any claim for which notice is unnecessary.

Ortavia D. Simon, Esq.

# Marion County

## Districts 5 & 24 Medical Examiner Advisory Committee

Agenda Item

File No.: 2025-18079

Agenda Date: 2/12/2025

**Agenda No.:** 6.4.

### SUBJECT:

Update on Discussions of Lake County Exploring Potential Alignment with Seminole County in Medical Examiner District 24 as pertains to the new Medical Examiners Building.

### **DESCRIPTION/BACKGROUND:**

In 2018, Seminole County (District 24) requested to join District 5 for Medical Examiner services. Later that year, the District 5 Medical Examiner Advisory Committee agreed to allow Seminole County to join District 5, with Seminole County covering the first-year costs of \$1,513,558. This amount included an annual facility expansion offset charge of \$34,920 to offset any upcoming additional costs to the District 5 counties resulting from the acceleration of the timeline to commence the expansion of the Leesburg facility.

Since early 2020, and at the request of the Medical Examiner and the Advisory Committee, Marion County has been working toward establishing a new facility. This process involved collaborating with architects on conceptual designs and site plans, selecting land parcels for the facility's location, and conducting an extensive RFP process to choose a construction manager. The Medical Examiner Advisory Committee for Districts 5 and 24 have been kept informed and have unanimously approved each step of the process.

At the Medical Examiner Advisory Committee meeting on November 13, 2024, the Lake County representative expressed the County's intent to withdraw from District 5 and join District 24. Seminole County has indicated its willingness to proceed with this change. This development significantly impacts the planned efforts for a new Medical Examiner facility for District 5, which have been placed on hold pending further direction.

Considering the events at the November 13th meeting, we have reviewed ways to recover the costs expended by Marion County for District 24's inclusion. These costs include the design of the proposed new facility, property appraisals, land purchases, and future obligations, totaling \$3,140,152. In the existing Interlocal Agreement between the counties in Districts 5 and 24, each county contributes a percentage based on its population. We have used this same methodology to develop a cost recovery plan.

Marion County will begin efforts to recover the \$110,347.53 incurred in costs associated with the new Medical Examiner building, with plans to hold the property in question as well as \$69,010.00 in construction manager fees. These funds and assets will remain under Marion County control until the Medical Examiner Advisory Committee provides further direction on how to proceed. An update on the recovery process will be discussed, ensuring transparency and accountability in financial matters.

During the February 4th Medical Examiner Commission meeting, representatives from both District 5 and District 24 were present as Seminole and Lake counties presented their request for Lake County

**File No.:** 2025-18079

to separate from District 5 and join District 24. The proposal was met with opposition from representatives of District 5, including its administrative coordinator, who outlined concerns regarding the impact of such a shift. After considering the arguments, the Commission ultimately denied the request without prejudice, leaving the door open for future discussions on the matter.

Moving forward, an open discussion will be held to determine the best course of action in response to the Commission's decision. This will include evaluating potential next steps, addressing any lingering concerns, and exploring strategies to ensure continued collaboration and efficiency within District 5 and 24. Stakeholders will have the opportunity to share input and discuss any necessary adjustments.

Recovery of Incurred Cost		
	MEC00001 without Land	
Design	\$	107,372.53
Land Purchase		
Property Appraisal	\$	2,975.00
Miscellaneous		
Total Cost	\$	110,347.53
Citrus	\$	9,796.98
Hernando	\$	12,334.70
Lake	\$	25,044.93
Marion	\$	24,393.79
Sumter	\$	9,378.99
Seminole	\$	29,398.14
Total	\$	110,347.53

Chart below illustrates the recovery of incurred cost based on population

Date: February 12, 2025



AGENDA ITEM NOTES Marion County Commission

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Update on Discussions of Lake County Exploring Potential Alignment with Seminole County in Medical Examiner District 24 as pertains to the new Medical Examiners building.

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well as \$69,010.00 in construction manager fees. These funds and assets will remain under Marion County control until the Medical Examiner Advisory Committee provides further direction on how to proceed. An update on the recovery process will be discussed, ensuring transparency and accountability in financial matters.

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Land Purchase			
Property	\$	2.075.00	
Appraisal Miscellaneous	φ	2,975.00	
Total Cost	\$	110,347.53	
Citrus	\$	9,796.98	
Hernando	\$	12,334.70	
Lake	\$	25,044.93	
Marion	\$	24,393.79	
Sumter	\$	9,378.99	
Seminole	\$	29,398.14	
Total	\$	110,347.53	

Chart below illustrates the recovery of incurred cost based on population

Reimburg	seme	nt for Cost
	MEC	00001 without Land
Design	\$	107,372.53
Land Purchase		
Property Appraisal	\$	2,975.00
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Total Cost	\$	110,347.53
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Lake	\$	25,044.93
Marion	\$	24,393.79
Sumter	\$	9,378.99
Seminole	\$	29,398.14
Total	\$	110,347.53

### 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 (2024), 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 (2024), and

WHEREAS, 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; and

WHEREAS, the DISTRICT 5 COUNTIES and SEMINOLE jointly use the existing medical examiner facility located at 809 Pine Street, Leesburg, Florida 32748 and now owned by MARION, as both the District 5 and District 24 Medical Examiner Facility (the "Medical Examiner Facility"); and

WHEREAS, in order to accommodate the future needs of DISTRICT 5 COUNTIES and SEMINOLE, construction of a new Medical Examiner Facility is necessary; and

WHEREAS, the DISTRICT 5 COUNTIES and SEMINOLE desire to allocate the operating costs and capital expenditures relating to the use and maintenance of the Medical Examiner Facility based on the populations of the respective counties; 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; and

**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 (2024), as this statute may be amended from time to time.

#### Section 3. District Medical Examiner Committee.

(a) There shall be created a District Medical Examiner Committee consisting of one county commissioner from each of the DISTRICT FIVE COUNTIES and one county commissioner from SEMINOLE. Each county will appoint its own commissioner to the District Medical Examiner Committee. The District Medical Examiner Committee will collectively have administrative oversight of Florida Medical Examiner District 5 and Florida Medical Examiner District 24. However, each District will remain a separate entity.

(b) The District Medical Examiner Committee will meet annually during the month of February and on an as needed basis. The election of the Chair and Vice-Chair of the Committee will occur at the annual February meeting. MARION, as Administrative Coordinator, shall prepare a set of Standard Operating Procedures for the Committee to be considered for adoption by the Committee at the annual February meeting.

(c) The District Medical Examiner Committee shall approve each year the budget for the operation of the District Medical Examiner's Office and give such direction to the contracted Medical Examiner in the operation of the office as is necessary or appropriate under the terms of the contract with the contracted Medical Examiner.

(d) The District Medical Examiner Committee shall approve the method of division of all costs and expenses (including uninsured casualty losses) arising from the contract with the contracted Medical Examiner.

### Section 4. Responsibilities of All Parties.

(a) All Counties hereby designate MARION as the Administrative Coordinator for the purpose of carrying out this Interlocal Agreement. The Administrative Coordinator shall provide support services to the District Medical Examiner's Office including, but not limited to, risk management, human resources, and legal. Any costs and expenses incurred by the Administrative Coordinator will result in a fee to MARION of five (5) percent of the operating expenses for the services provided to the Medical Examiner's Committee, and included in the annual budget, except where otherwise provided in this Agreement. Any significant litigation costs incurred by the Administrative Coordinator will be considered separately by the District Medical Examiner Committee.

(b) Each of the DISTRICT 5 COUNTIES and SEMINOLE shall pay MARION, as Administrative Coordinator, for its proportionate share of the annual budget based on the populations of the respective counties, with such payment to be made quarterly, in advance (October 1, January 1, April 1 and July 1) of each year.

(c) If an emergency requiring exceptional services of the Medical Examiner occurs in any county of a party to this Agreement, that party may request services from any other party, including the use of medical examiner investigators.

(d) In the event of emergency or unbudgeted expenses, the District Medical Examiner's Committee shall provide for and fund a necessary budget amendment based on the same proportionate share of the annual budget based on the population of the respective counties.

### Section 5. MARION's Responsibilities as Administrative Coordinator.

(a) MARION, as the Administrative Coordinator, shall be responsible for providing support services to the District Medical Examiner's Office including, but not limited to, risk

management, human resources, and legal as well as managing all funds, and all properties jointly owned by the counties, associated with the execution of this Interlocal Agreement.

(b) MARION shall 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; 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. MARION shall have the option of using its own forces, or contracting for maintenance, repair, and upkeep of the Medical Examiner's Facility.

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

(d) MARION, as the Administrative Coordinator, shall provide such services to the Medical Examiner's Committee as may be required to oversee and manage the contract with Medicus Forensics, P.A.

### Section 6. SEMINOLE's Responsibilities.

(a) As part of the budgeted costs that required immediate payment, SEMINOLE incurred the costs of hiring and training three (3) medical examiner investigators who, with the exception of emergency situations, are dedicated to working solely within the geographical limits of Seminole County, Florida. The hiring and training of these investigators was performed by Medicus Forensics, PA. SEMINOLE has paid the costs for such hiring and training of these investigators and will pay the hiring and training costs for new employees in the event a vacancy in one of these three (3) positions occurs.

(b) SEMINOLE is solely responsible for its own transport services. SEMINOLE shall contract with a commercial provider and all such billing will be handled directly between SEMINOLE and its provider.

(c) SEMINOLE is responsible to handle its own unclaimed bodies, indigent care, and cremations, including the costs related to them.

(d) SEMINOLE is responsible for any and all legal fees and judgments that result from actions of previous medical examiners for Florida Medical Examiner District 24, to the extent that any such fees and costs are the valid obligation of SEMINOLE. DISTRICT 5 COUNTIES, Dr. Wolf, and Medicus Forensics, P.A., have no responsibility for any such fees and costs.

Section 7. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 8. Indemnification. Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employees, or agents, arising from or related to this Agreement except as otherwise provided by this Agreement or any other agreement between the parties.

**Section 9. Employee Status**. Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.

Section 10. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-

delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

### As to CITRUS:

Lecanto Government Building 3600 West Sovereign Path Suite 267 Lecanto, Florida 34461

### As to HERNANDO:

15470 Flight Path Drive Brooksville, Florida 34604

### As to LAKE:

315 West Main Street Suite 430 Tavares, Florida 32778

### As to MARION:

601 SE 25<sup>th</sup> Avenue Ocala, FL 34471

### As to SEMINOLE:

Seminole County Services Building 1101 East 1<sup>st</sup> Street Sanford, Florida 32771

### As to SUMTER:

7375 Powell Road Wildwood, Florida 34785

Section 11. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole

jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Lake County, Florida.

**Section 12. Parties Bound**. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

### Section 13. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 14. Dispute Resolution. Any party to this Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Lake County, Florida. The parties further agree that any such action will be tried by the Court, and the parties hereby waive

the right to jury trial as to such action. For any legal action to enforce the terms of this Agreement, the prevailing party will be entitled to its reasonable costs, but each party shall bear its own attorney's fees, except where authorized under Section 57.105, Fla. Statutes (2024), as this statute may be amended from time to time.

### Section 15. Entire Agreement.

(a) Except for the separate contract between the parties an Medicus Forensics, P.A., it is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by all parties, except as otherwise specifically provided in this Agreement.

**Section 16.** Assignment. This Agreement may not be assigned by any party without the prior written approval of all of the other parties.

Section 17. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

### Section 18. Public Records Law.

(a) The parties acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. The parties acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching parties may terminate this Agreement immediately upon written notice to the breaching party.

Section 19. Equal Opportunity Employment. The parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. The parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 20.** Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 21. Headings and Captions**. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 22. Prior Agreements Superseded and Repealed. Any other prior Interlocal Agreement relating to the District 5 Medical Examiner, are hereby superseded and repealed.

**Section 23.** Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. The term will continue for five (5) years from October 1, 2024, unless extended by mutual agreement of the parties. The anniversary date of this Agreement will be October 1 of each subsequent year during the term.

**Section 24. 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, 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 (31<sup>st</sup>) 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 default and to minimize any disruptions that may occur if this Section 24 for termination is ever invoked.

IN WITNESS WHEREOF, the part	rties have made and executed this Agreement for the
purposes stated above.	ADD
ATTEST:	CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida
ANGELA VICK CLERK	HOLLY L. DAVIS, CHAIRMAN
for Anopy Verselenk	HOLET E. DAVIS, CHARMAN
	Date: 9 24 2024
Approved as to form for the	
Reliance of Citrus County only.	

Denise A. Dymond Lyn

**APPROVED** 

County Attorney

BOARD OF COUNTY COMMISSIONERS

ATTEST:	BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA
Heidi huppe, Deputy Click DOUG CHORWAT, JR CLERK	By: EM CONTRACTOR OF THE RELIZABETH NARVERUD, CHAIRMAN
(SEAL) SEAL	
APPROVED AS TO FORM AND LEGAL	SUFFICIENCY
By: Malissa Tartaglia	

County Attorney's Office

[Balance of this page intentionally blank; signatory page continues on Page 9.]

ATTEST: BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLØRIDA Date: Stotembur 24, 2021. GARY J. COONEY, CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

4mmarsh 9/24/24

Melanie Marsh County Attorney

[Balance of this page intentionally blank; signatory page continues on Page 10.]

BOARD OF COUNTY COMMISSIONERS MA MON COUNTY. **₽**µORIDA ELLE STONE, CHAIR

BCC Approved:9/17/2024

ATTEST: GREGORY C. HARRELL, CLERK OF THE COUNTY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

1 Indun & Unter

Matthew G. Minter County Attorney

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BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA ATTEST By: JAY ZEMBOWER, CHAIRMAN GRANT 9-27.2024 Date As authorized for execution by the Board of County Commissioners at its 9-24, For the use and reliance of Seminole County only. 2024, regular meeting. Approved as to form and legal sufficiency.

County Attorney

[Balance of this page intentionally blank; signatory page continues on Page 12.]

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

CRAIG A. ESTEP, CHAIRMAN

Date:

ATTEST: allop D.C. ANNA GLORIA HAYWARD,

SUMTER COUNTY CLERK OF COURT -BY: DEPUTY CLERK

> Interlocal Agreement between Citrus County, Hernando County, Lake County, Marion County, Seminole County and Sumter County for Cost Share of Medical Examiner Services Page 17 of 17

### BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA OFFICE OF THE COUNTY MANAGER AGENDA ITEM COVER SHEET

DATE: 01/14/2025TO: Jennifer Barker, County ManagerTHRU:BY: Nova Atkinson, Paralegal

MEETING DATE: 1/21/2025 ITEM TYPE: Consent Item ITEM ID: 34546

**SUBJECT:** Agreement between Lake County and Seminole County for Medical Examiner

### RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of an Interlocal Agreement between Lake County and Seminole County for Cost Share of Medical Examiner Services and Related Matters and authorization to petition the Florida Medical Examiner's Commission for a redistricting change to add Lake County to District 24. The fiscal impact is unable to be determined at this time.

**BACKGROUND SUMMARY:** Seminole County is the sole county within the District 24 Medical Examiner District. Currently, District 24 partners with District 5 (Marion, Lake, Hernando, Sumter, Citrus) for medical examiner services provided by a private firm, Medicus Forensics, P.A. Marion County is the administrator of this contract.

Medical Examiner services are provided for both districts in a facility that is located in Leesburg and is currently owned by Marion County as the administrator. The current facility will revert back to the ownership of Lake County if it ceases to be used for as the Medical Examiner's Facility.

Due to differences in the vision for the future of the District 24/5 consortium, a desire was expressed to work with Seminole County to negotiate an agreement for Lake County to join District 24 pending approval of the State's Florida Medical Examiners Commission and subsequent approval by the Governor.

An Interlocal Agreement was negotiated by Lake and Seminole County staff that is based upon a fee for direct service used model instead of the current population model used in the consortium. The agreement also provides for direct ownership of the current facility upon its reversion. Additionally, it establishes Seminole County as the administrator and also creates a funding mechanism for future building expansion or a new facility.

The Agreement if approved by both the Lake BCC and the Seminole BCC will only take effect upon the approval of the re-districting by the State.

```
Fiscal Impact:
Account No.:
```

Advertised Date:

Paper:

### Attachments:

1. Seminole Lake Interlocal Agreement for Medical Examiner Services

### STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 1/14/2025
Melanie Marsh	Approved - 1/14/2025
Ron Falanga	Approved - 1/14/2025
Kandace Pourbaix	Approved - 1/14/2025
Allison Teslia	Approved - 1/14/2025
Melanie Marsh	Approved - 1/14/2025
Jennifer Barker	Approved - 1/14/2025
Misty Spahn	Final Approval - 1/14/2025

### ACTION TAKEN BY BOARD:

Action: New Other:

Continued/Deferred Until:

### INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY & SEMINOLE COUNTY FOR COST SHARE OF MEDICAL EXAMINER SERVICES AND RELATED MATTERS

THIS INTERLOCAL AGREEMENT is made and entered into by and between LAKE COUNTY (in this Agreement referred to as "LAKE") and SEMINOLE COUNTY (in this Agreement referred to as "SEMINOLE"), (collectively referred to as "the Parties") both of which are political subdivisions of the State of Florida.

### WITNESSETH:

WHEREAS, section 163.01, Florida Statutes (2024), 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, LAKE and SEMINOLE 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 currently consists of CITRUS, HERNANDO, LAKE, MARION and SUMTER, that is, the DISTRICT 5 COUNTIES; and

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

WHEREAS, LAKE desires to leave the current Florida Medical Examiner District 5 and join SEMINOLE in District 24; and

WHEREAS, at the next available meeting of the Florida Medical Examiner Commission ("Commission"), LAKE and SEMINOLE intend to formally request that the Commission begin

Interlocal Agreement between Lake County & Seminole County for Cost Share of Medical Examiner Services Page 1 of 11

the process of redistricting to allow LAKE to leave District 5 and join SEMINOLE in District 24; and

WHEREAS, the new District 24 intends to use the existing medical examiner facility located at 809 Pine Street, Leesburg, Florida 34748, as the new District 24 Medical Examiner Facility upon the property reverting to LAKE from MARION; and

WHEREAS, LAKE and SEMINOLE find that it is to the public benefit and in the public interest to enter into this Agreement; and

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, should the Commission approve the aforementioned redistricting request, 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 operation of the new District 24 Medical Examiner's Offices in accordance with chapter 406, Florida Statutes (2024), as this statute may be amended from time to time.

Section 3. Medical Examiner Building.

(a) The Parties intend to use the existing Medical Examiner Facility located at 809 Pine
 Street, Leesburg, Florida 34748, as the new District 24 Medical Examiner Facility;

(b) The Parties agree that title to the existing Medical Examiner Facility located at 809 Pine Street, Leesburg, Florida 34748 (Parcel Numbers 26-19-24-3900-064-01501 and 26-19-24-3900-064-01601), will revert from Marion County to LAKE upon termination of the Interlocal Agreement between Citrus County, Hernando County, Lake County, Marion County, Seminole County, and Sumter County for Cost Share of Medical Examiners Services and Related Matters dated September 24, 2024. A copy of the County Deed recorded in O.R. Book 5702, Page 1561, public records of Lake County, Florida, is attached as <u>Exhibit A</u>;

(c) The Parties agree that the existing Medical Examiner Facility located at 809 Pine Street, Leesburg, Florida 34748 (Parcel Numbers 26-19-24-3900-064-01501 and 26-19-24-3900-064-01601), will be retitled upon reversion, and LAKE and SEMINOLE will hold joint title to the property;

(d) Upon the Commission's approval of the Parties redistricting request, LAKE shall obtain an updated appraisal of the building located at 809 Pine Street, Leesburg, Florida 34748 (Parcel Numbers 26-19-24-3900-064-01501 and 26-19-24-3900-064-01601). Within 60 days of completion of the updated appraisal, SEMINOLE hereby agrees to pay LAKE the following: (1) fifty (50) percent of the sum of the updated appraisal value; (2) fifty (50) percent of the cost of the necessary building improvements identified in the CMI Report attached to this Agreement as **Exhibit B**; and (3) fifty (50) percent of the cost of the aforementioned appraisal services obtained by LAKE;

(e) The Parties agree to each contribute sixteen (16) percent of the annual operating cost each year this Agreement is in place into a building improvement fund. The Parties further agree that these funds will be placed in an interest-bearing account to be used exclusively for the expansion of the existing building located at 809 Pine Street, Leesburg, Florida 34748, or the construction of a new Medical Examiner Facility located within District 24.

Section 4. Responsibilities of the Parties.

Interlocal Agreement between Lake County & Seminole County for Cost Share of Medical Examiner Services Page 3 of 11

(a) The parties hereby designate SEMINOLE as the Administrative Coordinator for the purpose of carrying out this Interlocal Agreement. The Administrative Coordinator shall provide support services for District 24 including but not limited to: managing the building maintenance, account payable and receivable for utilities, insurance and other operational invoices or revenues, reporting of district services utilized by each county, and any other items necessary for the administrative operation of the District, as well as provide the staffing necessary to carry out the same.

(b) LAKE shall pay SEMINOLE, as Administrative Coordinator, three (3) percent of annual contract value for each year it provides such administrative services;

(c) The Parties agree to meet annually during the month of February and on an as needed basis to address any issues that may arise in the administration of this Agreement and to give such direction to the contracted medical examiner in the operation of the office as is necessary or appropriate under the terms of the contract with the contracted medical examiner;

(d) In the event of emergency or unbudgeted expenses, including legal services outside the normal course of business (e.g., litigation), the Parties shall agree to an equal split for any reasonably necessary and unforeseen expenses.

### Section 6. Cost Share for Medical Examiner Services

(a) Upon the Commission's approval of the Parties redistricting request, the Parties shall obtain mutually agreeable medical examiner services through all the procurement methods and approvals as authorized and required by federal, state, and local law;

(b) The Parties agree to each pay the costs associated with services provided for their specific county specific to the following Medical Examiner Services as they are requested and provided: (1) autopsies; (2) external exams; (3) remote external exams; and (4) cremations;

Interlocal Agreement between Lake County & Seminole County for Cost Share of Medical Examiner Services Page 4 of 11

(c) The Parties agree that any services not identified in Section 6, Paragraph (b) above will be split equally between SEMINOLE and LAKE.

**Section 7. Indemnification**. Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employees, or agents, arising from or related to this Agreement except as otherwise provided by this Agreement or any other agreement between the Parties.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of the other party, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.

Section 9. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) handdelivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

### As to LAKE:

315 West Main Street Suite 430 Tavares, Florida 32778

### As to SEMINOLE:

Seminole County Services Building 1101 East 1<sup>st</sup> Street Sanford, Florida 32771

Section 10. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Lake County, Florida.

Section 11. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties and their successors and assigns.

### Section 12. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government;

(b) The Parties hereby certify that no officer, agent, or employee has any material interest (as defined in section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement;

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 13. Dispute Resolution. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event

that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Lake County, Florida. The Parties further agree that any such action will be tried by the Court, and the Parties hereby waive the right to jury trial as to such action. For any legal action to enforce the terms of this Agreement, the prevailing party will be entitled to its reasonable costs, but each party shall bear its own attorney's fees, except where authorized under section 57.105, Florida Statutes (2024), as this statute may be amended from time to time.

### Section 14. Entire Agreement

(a) Except for any contract for private providers of medical examiner services it is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement;

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both Parties, except as otherwise specifically provided in this Agreement.

**Section 15.** Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party.

**Section 16.** Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

### Section 17. Public Records Law.

(a) The Parties acknowledge each other's obligations under article 1, section 24, Florida Constitution and chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. The Parties acknowledge that each is required to comply with article 1, section 24, Florida Constitution and chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement;

Section 18. Equal Opportunity Employment. The Parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. The Parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 19. Headings and Captions**. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

**Section 20.** Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties and upon the redistricting approval by the Commission. ATTEST:

# BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

By:\_\_\_

LESLIE CAMPIONE, CHAIRMAN

Date: \_\_\_\_\_

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY

GARY J. COONEY, CLERK

Melanie Marsh County Attorney

[Balance of this page intentionally blank]

Interlocal Agreement between Lake County & Seminole County for Cost Share of Medical Examiner Services Page 9 of 11

**ATTEST GRANT MA dy**, CLERK

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By: JAY ZEMBOWER, CHAIRMAN JAN 14 2025 Date:

As authorized for execution by the Board of County Commissioners at its \_\_\_\_\_, 2025, regular meeting.

[Balance of this page intentionally blank]

### **EXHIBIT** A

INSTRUMENT#: 2021061984 OR BK 5702 PG 1561 PAGES: 1 5/5/2021 10:54:52 AM GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA REC FEES: \$10.00

Parcel IDs 26-19-24-3900-064-01501 26-19-24-3900-064-01601

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 13 day of THIS DEED, made this 13 day of \_\_\_\_\_\_, 2021, by LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, P.O. B6x 7800, Tavares, FL 32778-7800, party of the first part, and MARION COUNTY, a political subdivision of the State of Florida, 601 SE 25th 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(8) 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, PLORIDA, according to the map or plat thereof as recorded in Pint Book 2, Page 19, Public Records of Lake County, Florida.

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

RETURN

#### 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.

LAKE COUNTY, through its ATTEST BOARD OF COUNTY COMMISSIONERS 1al las Sean M. Parks, Chairman Gary J. Courty Clerk COUNT FORM

Board County Commissioners of Lake County, Florida

Approved as to form and legality:

moust Melanie Marsh County Attorney

5/IDOCUMENT/2021/COUNTY PROPERTY/Medical Examiner Facility/County Deed\_3-31-21.docx

# LAKE COUNTY GOVERNMENT DISTRICT 5 LAKE COUNTY MEDICAL EXAMINER'S BUILDING

LEESBURG, FLORIDA

## FACILITIES CONDITION ASSESSMENT & ROUGH ORDER OF MAGNITUDE ESTIMATE

Prepared for:

Seminole County Government 1101 E. First Street Sanford, FL 32771

Prepared by:

CMI 158 Terra Mango Loop Suite B Orlando. FL 32835 Tel: (407) 293-4168 Fax: (407) 293-0944 E-Mail: cmi@cminc.biz

CMI No. J-969

### TABLE OF CONTENTS

### I. NARRATIVE

### II. FACILITY CONDITION ASSESSMENT CHECKLIST

### III. SUMMARY OF COST

### IV. PRIORITY 1

- Prime Contractor Summary Report (with Prime Contractor Markups)
- Level 2 Summary Report (without Prime Contractor Markups)
- Level 2 Detail Report (without Prime Contractor Markups)
- Detail Report (without Prime Contractor Markups)

### V. PRIORITY 2

- Prime Contractor Summary Report (with Prime Contractor Markups)
- Level 2 Summary Report (without Prime Contractor Markups)
- Level 2 Detail Report (without Prime Contractor Markups)
- Detail Report (without Prime Contractor Markups)

### VI. PRIORITY 3

- Prime Contractor Summary Report (with Prime Contractor Markups)
- Level 2 Summary Report (without Prime Contractor Markups)
- Level 2 Detail Report (without Prime Contractor Markups)
- Detail Report (without Prime Contractor Markups)

### VII. ABBREVIATIONS

### NARRATIVE

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building Facilities Condition Assessment and Rough Order of Magnitude Estimate

### TASK DESCRIPTION

CMI is retained to prepare this Facilities Condition Assessment on the basis of typical useful life of the various systems within the facility. Systems were visually inspected and there were no tests conducted for this assessment. Additionally, a Rough Order of Magnitude (ROM) estimate is prepared to compliment the conditions assessment. The estimate is prepared on the basis of fair market value for construction and assumes that there will be at least six general contractors and at least three subcontractors competing for the project and each major trade, respectively. The pricing structure does not allow for onerous contract terms nor drastic changes in the construction market.

### **BUILDING DESCRIPTION**

Constructed in year 2000, the building currently houses the District 5 Medical Examiner. The facility consists of a single-story building with an auxiliary generator and HVAC equipment located at the south and east ends of the building. The building is approximately 8,770 sf of enclosed floor area and a garage of approximately 1,265 sf. The space includes offices (including Doctor's), cooler, morgue, storage and supply rooms. It



is assumed that the building walls rest upon spread footings and the interior structural columns rest upon isolated concrete column bases. There are no signs of damage or settlement. Exterior walls consist of a combination of precast panels and concrete masonry units and are generally in very good condition. The exterior doors and windows are glazed in metal frames. The corrugated metal roof deck is supported by steel bar joists and structural members. The roof is a low slope, membrane on insulation system which was reported to have been recently replaced. The building is fully sprinkled.

### **OBSERVATION HIGHLIGHTS**

- 1. In general, the major building systems appeared to be in good to average condition.
- 2. Doors (at pedestrian entry and service) were observed to be and are reported to be in good condition.
- 3. Windows / glazing are original, limited in size, number and location, and are in good condition.
- 4. The exterior walls were observed to be in good condition. Based on the age of the building, exterior painting is recommended, including caulking the perimeter of windows. There is an exterior porch at the west entry to the building which appeared to be in good condition.
- 5. The overhead doors in the garage (at the east end of the building) are in fair condition (replaced approximately ten years ago). The garage is also used for storage.
- 6. There is an area at the underside of the roof deck in the garage (near the area heater) that has surface rust. It is recommended that it should be cleaned, brushed, primed and repainted.
- 7. The membrane roof system and associated flashings are generally in good condition. Some minor issues requiring attention were observed. The roof areas slope from north to south with internal crickets and roof



drains along the south side. The two western-most drains on the main roof are partially blocked and have vegetation growing from them. Ponding was observed along the south side of both roof levels. It is recommended that the roof drains be cleared of debris and vegetation. Minor cracks in the cap sheet were observed throughout the field of the main roof, with some severe alligatoring noted along the crickets. An accumulation of leaves was observed at several locations and miscellaneous fasteners (screws, nails, etc.) were observed scattered about the field of the main roof. It is recommended that the field of the roof be cleaned of debris and repairs be completed to preserve the life of the roof cap sheet.

- 8. The roof parapet walls and metal coping are in fair condition. The roof side of the parapet walls and the rusting metal parapet coping should be cleaned, prepped and refinished.
- 9. There is one roof hatch located in the interior of the building. The hatch is accessed via a ladder located within an interior janitorial room. The ladder and hatch are in good condition.
- 10. There are two skylights located above the interior east/west building corridor. There is currently no visible indication of leaks. However, the caulking between aluminum frames and plexiglass lite domes is failing and should be addressed to avoid future issues.
- 11. The interior of the building is in fair condition. It is recommended that the carpet be replaced. VCT (assuming original to the construction of the building) appears to be in fair condition, though it is beyond its typical useful life. It is recommended that the VCT be replaced or at minimum, conduct minor replacement in select locations (assume about 50% of the area) and clean and wax the remainder.
- 12. Interior painting is recommended throughout.
- 13. Acoustic ceiling tiles show water marks presumably from previous roof leak(s) that are now remedied. It is recommended that ceiling tiles should be replaced in rooms where these water marks exist.
- 14. Ceramic tiles in restrooms are to be cleaned but in general are in good condition.
- 15. The paint on the roof drain assembly and associated piping in the garage area was observed to be in poor condition. It should be cleaned of chipped, flaking paint, prepped and repainted. The roof drain assembly within the mechanical roof is wrapped with insulation and is in good condition. It is assumed the other three (3) roof drain assemblies above ceilings (within the building interior) are also wrapped with insulation and in similar condition.
- 16. There are four (4) Greenheck rooftop centrifugal exhaust fans (EF's), all were operational and appear to be in good condition. There is one (1) ICP roof top HVACR exhaust fan (EF). It was not operational at the time of observation and appears to be in poor to fair condition with significant rust present on the electric motor housing, belt/pulley cover and the EF unit. This EF should be serviced, including removal of rust from, and painting of, the external component coverings.
- 17. There are two (2) pad-mounted Heatcraft Larkin cooler/freezer refrigeration units provided for support of the morgue walk-in cooler operation. These units, manufactured in 2019, were operational and appear to be in good condition.



CMI No. J-969

- 18. There is one (1) pad-mounted GREE 18000 Btu split system air conditioner. It was operational and appeared to be in good condition.
- 19. The facility is equipped with an exterior pad-mounted Munters integrated custom air handler (ICA) desiccant dehumidifier to pretreat the outside makeup air. The ICA was operational, and no major issues were observed or reported.
- 20. There are two (2) pad-mounted Trane Odyssey compressor units. The 10-ton compressor unit supplies the Munters ICA desiccant dehumidifier. The 12.5-ton compressor unit supplies the matched Trane Odyssey AHU in the mechanical room. The 12.5-ton AHU is fitted with a 37 Kw electric heat strip. These Trane units, manufactured in 2017, were operational and appear to be in good condition.
- 21. The exterior supply air duct from the Munter ICA is comprised of exposed sheet metal sections until it transitions into the building. The interior duct work is fiberglass wrapped sheet metal. The exterior sections of the duct work have considerable surface rust that should be removed, and the duct system then refinished.
- 22. The fire protection sprinkler heads visible throughout the building appear to be in good condition. Sprinkler pipes within the electrical room, mechanical room and janitor room were observed with no problems noted. The piping above the ceiling is concealed. There were no visible signs of leakage and no reported issues. The sprinkler heads and pipes within the garage area should be cleaned, inspected and refinished.
- 23. <u>Service & Distribution</u>: The electrical service is 120/208 volt, three phase, 4 wire, solid neutral, 400 amp from an electrical utility pad mounted transformer on the west side of the parking lot. The electrical service entrance includes underground conduits to the main electrical service entrance switchboard MDP located in the main electrical room. The electrical distribution system includes Square D brand 120/208-volt switchboards and panelboards for lighting, large HVAC loads, specialty medical equipment and general convenience outlets. The electrical distribution is in good condition and many of the components remain in current manufacturing allowing for new replacement components as needed. There are no spare circuit breakers on site to allow for replacement of failed breakers without probable significant delays. A spare 400-amp main circuit breaker and a spare 250-amp circuit breaker for the chiller are included in the list of priority one items.

The electrical service includes a diesel generator with automatic transfer switch and base fuel tank that will provide electrical power when the utility source is not available. The generator and outdoor enclosure appear relatively new and in very good condition. The generator was not exercised in this site visit to confirm proper operation and transfer of power. The diesel generator is connected to the electrical distribution system by a Generac Industrial Power automatic transfer switch that appears in very good condition but was not operated to demonstrate proper operation, and records were not available to confirm a regular exercise program to assure performance during an electrical outage.



22 August 2024

CMI No. J-969

There is no additional source of electrical power available in the event of an electrical utility outage combined with a diesel generator failure. A roll-up temporary generator switch is included in the list of items to be considered for additional electrical system reliability.

There is no evidence of an electrical testing or maintenance program for the electrical system. The main switchboard, electrical panelboards and circuit breakers should be included in a preventative maintenance program to assure proper operation and avoid unplanned electrical outages that would hinder normal operations, which may prove to be very expensive.

There are no existing electrical documents or drawings that define the existing electrical power system and there is no electrical power system study to identify the available incident energy at each electrical device for personal safety in violation of OSHA requirements. An Electrical Power System Study should be performed on the electrical system with Arc Flash Labels attached to all switchboards, panelboards and safety switches to comply with OSHA requirements. The Electrical Power System Study should include a single-line diagram of the electrical system displayed in the main electrical room.

24. <u>Lighting & Power</u>: The existing lighting fixtures are typically T12 fluorescent in recessed, ceiling mounted lighting fixtures, and are generally in poor condition. It appears the glare from the existing lighting fixtures affects each workstation differently. It is recommended that new LED lighting fixtures be installed with independent lighting controls and dimming capability for each workstation. It is also recommended that new wall-mounted LED lighting fixtures be installed on the exterior of the building.

The outdoor electrical safety/disconnect switches are in serviceable condition but will need to be replaced within five years due to rust and other physical deterioration of the operating mechanism.

25. The special systems included in this project are:

*Fire Alarm System* – an allowance is included to bring the existing Fire Alarm System up to current codes. *Voice & Data Communications* – this system is part of the county communications department and is not included in this report.

Security Systems – this system is part of the county communications department and is not included in this report.

*Lightning Protection System* – There is no lightning protection system for this facility. A new lightning protection system should be installed to protect from an extended electrical outage due to a lightning strike to the facility.

- 26. Asphalt paving (at the east and west parking lots) is in poor condition and needs replacement including pavement markings and signs. Additional paving is recommended for the east parking lot to relieve grass parking at the south-east corner of the building.
- 27. In general, the landscaping (trees, brush, shrubs, sod) are in need of maintenance with the need for replacement of some trees. The wood slats forming the screen and gate for the dumpster enclosure needs to be replaced and the dumpster pad is to be pressure washed.



Lake County Government Leesburg, Florida District 5 Medical Examiner's Building Facilities Condition Assessment and Rough Order of Magnitude Estimate

### SUMMARY

The building is in good condition overall and generally sufficiently maintained.

The building structure has no observed or reported major issues.

The overall building exterior wall systems require cleaning/painting, and possibly caulking and sealing. The roof side of the parapet walls and the rusting metal parapet coping should also be cleaned, prepped and refinished. It is recommended that the roof drains be cleared of debris and vegetation. It is also recommended that the field of the roof be cleaned of debris and minor repairs be completed to preserve the life of the roofing cap sheet. The caulking between the skylights' aluminum frames and plexiglass lite domes should be replaced.

The plumbing system is assumed original to the building and remains in good condition with no observed or reported major issues. The garage area roof drain assembly and piping should be cleaned of scaling paint, prepped and then repainted.

Several major mechanical equipment components, including the Trane compressors, Trane AHU and Heatcraft Larkin cooler compressors have been replaced over the years. These Trane and Heathcraft Larkin units, the Munters ICA, and the Greenheck roof-top exhaust fans are in good condition, with no observed or reported major issues. The ICP roof top HVACR exhaust fan unit should be serviced, including removal of rust from, and painting of, the external component coverings (the electric motor housing, belt/pulley cover and the EF unit itself). Additionally, the exterior duct work between the Munters ICA and the building should have the surface rust removed and be resealed and repainted.

The electrical distribution is in good condition. A spare 400-amp main circuit breaker and a spare 250-amp circuit breaker should be provided to avoid potential long term service outages. It is recommended that an Electrical Power System Study be performed on the electrical system with Arc Flash Labels attached to all switchboards, panelboards and safety switches. The study should include a single-line diagram of the electrical system displayed in the main electrical room. A roll-up temporary generator switch should be considered for additional electrical system reliability. It is recommended that new LED lighting fixtures be installed with independent lighting controls and dimming capability for each workstation.

Fire Alarm System – The existing Fire Alarm System should be updated to meet current codes. Lightning Protection System – There is no lightning protection system for this facility. A new lightning protection

Lightning Protection System – There is no lightning protection system for this facility. A new lightnine system should be installed.

The site is comprised of asphalt paved parking areas (east and west), concrete sidewalks, and landscaping and lawn areas that need to be maintained. At the southeastern corner of the site is an area used for grass parking. The asphalt pavement areas are in poor condition. The paved parking areas should be reconstructed and expanded to include the grass parking area to the south. Restriping of the pavement markings will be required.

### RECOMMENDATIONS

Priority 1 deferred maintenance items, including those related to code-compliance, those pertaining to life safety must be dealt with by the Owner as soon as possible to minimize potential damage and future repair costs, as well as



22 August 2024

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building Facilities Condition Assessment and Rough Order of Magnitude Estimate

improve accessibility and occupant safety. Building systems and components listed as Priority 2 and 3 should be prioritized and budgeted for repair or replacement as soon as practical. Please refer to the *Facilities Condition Assessment Checklist* in the next section of this report for a list of the Priority 1, 2 & 3 items.

**Note:** Often related items will have a range of observed conditions and corresponding assigned priority values noted on the *Facilities Assessment Checklist*. When planning and budgeting the work, related items should be bundled to achieve complete systems and to avoid incomplete work scopes or improperly sequenced repairs. In some cases, repairing or replacing a priority 1 or 2 item will necessitate the inclusion of some better condition subordinate items. For example, replacing a critical condition roof membrane will necessitate the replacement of related flashings, copings and edge metals that may be in poor or even good condition.

The Owner should prioritize all issues and prepare a budget to address the priority items as identified within the *Estimate Inclusions and Assumptions* below.

### ESTIMATE STRUCTURE

The estimate is separated into the following:

DESCRIPTION	AREA (sf)
Estimate	8,770

### ESTIMATE INCLUSIONS AND ASSUMPTIONS (Based on Priorities 1~3 Items)

General

Cost escalation is included based on the following anticipated construction start and end dates:

Priority 1: 01July 2025 - 31 December 2025.

Priority 2: 01April 2026 - 31 December 2026.

Priority 3: 01July 2027 - 31 December 2027.

**Building Envelope** 

Pressure wash, clean, seal, caulk and repaint exterior walls and columns.

Caulk perimeter of windows.

Repair cracks and apply sealants at the south exterior walls (near the mechanical room).

Clean, prime and paint double doors and frames at the mechanical room.

Roof

The field of the roof should be cleared of vegetation and the loose fasteners removed before resulting in punctures to the cap sheet. The cap sheet should be cleaned, areas of minor cracks spot-filled and larger cracks repaired as necessary to prolong the life of the roof membrane. Clean rust from area of underside of roof deck within the garage, prime and repaint. Clean, seal and refinish the rusting parapet metal coping and roof-side parapet walls. Pressure wash, clean, seal, caulk and repaint exterior walls at roof side of parapet. Caulk skylight domes and frames. Clear roof drains of debris and vegetation.



### Interior Finishes

*Walls*: Clean, prime and paint the interior face of all exterior walls. Clean, prime and paint both sides of all interior partition walls.

*Floor*: Clean and polish ceramic floor tiles. Clean and wax approximately 50% of existing vinyl composition tile flooring. An allowance is included for the replacement of approximately 50% of existing vinyl composition tile flooring. Remove and replace existing carpet flooring.

*Ceiling*: An allowance has been included for the replacement of approximately 40% of the acoustical ceiling tiles and grid.

### Plumbing

Roof drain assembly and piping in the garage to be cleaned, prepped and refinished.

### Mechanical

Service and repair/restore the roof top ICP HVACR exhaust fan, including rust removal and painting of the external component coverings.

Exterior duct work sections between the Munters ICA and the building should be cleaned of surface rust, resealed and refinished (or painted).

## Fire Protection

Fire sprinkler piping and heads within the garage area should be cleaned of accumulated dust and cobwebs, prepped and refinished as necessary.

## Electrical

*Power and Lighting*: Provide a spare 400-amp main circuit breaker and a spare 250-amp circuit breaker. Perform an Electrical Power System Study on the electrical system with Arc Flash Labels attached to all switchboards, panelboards and safety switches. The study should include a single-line diagram of the electrical system displayed in the main electrical room. Perform infrared scan of switchboards and panelboards. Perform circuit breaker testing – secondary injection method. Provide a roll-up temporary generator switch for additional electrical system reliability. Install new LED lighting fixtures with independent lighting controls and dimming capability for each workstation. Install new wall-mounted LED fixtures on the exterior of the building.

*Electrical Systems*: Add lightning protection system. An allowance is included to bring the existing Fire Alarm System up to current codes.

## Site Work

*Building Demolition*: Remove carpet flooring. Remove vinyl composition tile flooring. Remove acoustical ceiling tiles and grid.

*Site Demolition*: Remove asphalt pavement, base and subbase at east parking area. Remove asphalt pavement, base and subbase at west parking area.

Site Improvements



22 August 2024

*Parking Lots*: New asphalt paving, base and subbase at east parking area. New asphalt paving, base and subbase at west parking area (note: base and subbase are assumed to be replaced as the condition is not known). New asphalt paving, base and subbase at south grass parking area. Striping and pavement markings, handicap parking signage, pavement symbol and striping at new pavement.

*Walks, Steps, Ramps, Terraces*: Add accessible sidewalk connection from existing ROW public sidewalk to the building entrance sidewalk.

*Site Development*: Clean and pressure wash dumpster pad and enclosure walls. Clean perimeter chain link and metal fence of overgrown vines. New wood pickets at the dumpster enclosure double gate. Provide an allowance to maintain existing landscaping, prune trees and shrubs.

## Site Utilities

Upgrade exterior lighting on existing poles with new LED fixtures.

## EXCLUSIONS

General Exclusions

- i. Soft costs, e.g., fees for land acquisition, real estate, professional services, etc.
- ii. Local/State/Federal Governmental fees and charges; traffic, utility and other similar impact assessments.
- iii. Costs usually in Owner's separate budget, e.g., field inspection, testing, threshold inspection, etc.
- iv. Drastic changes in material and labor prices; long term service agreement costs; code upgrades.
- v. Purchase, delivery and installation of furniture, fittings and equipment (F, F&E) items.
- vi. Asbestos, lead paint or other hazardous material removal.
- vii. Items marked on the drawings as "not in contract", "NIC", "by others", "future" or similar language.
- viii. Construction contingency; acceleration costs; overtime.
- ix. Double-handling; remote staging of materials; remote dumpsters.

Project-specific Exclusions

i. Structural work.

## INFORMATION USED TO PREPARE THIS ESTIMATE

This estimate was produced from the following documents and conversations with members of the project

team:	
TITLE	DATE RECEIVED
Copy of Fire Evacuation Plan, District 5 Medical Examiner's Office	7/23/2024

## CONSTRUCTION COST RESPONSIBILITY

Requests for modifications of any apparent errors or omissions in this document must be made to CMI within five (5) days of the date of this estimate, or else it will be taken that the contents have been concurred with and accepted.



CMI's statement of probable construction cost estimate is made on the basis of experience, qualifications, and best judgment as a professional construction cost consultant. CMI can not and does not warrant, guarantee or represent that proposals, bids or actual costs will not vary from a statement of probable construction cost.

## **NOTES AND QUERIES**

The following pages are photographs used in preparation of this estimate. The *Facility Condition Assessment Checklist*, also used in preparation of this estimate, is included in the next section of this report.



22 August 2024 Photos Page 1

# Site Visit Photos - Site



Charles and

22 August 2024 Photos Page 2

# Site Visit Photos - Site Cont.





22 August 2024 Photos Page 3

## Site Visit Photos – Building Envelope



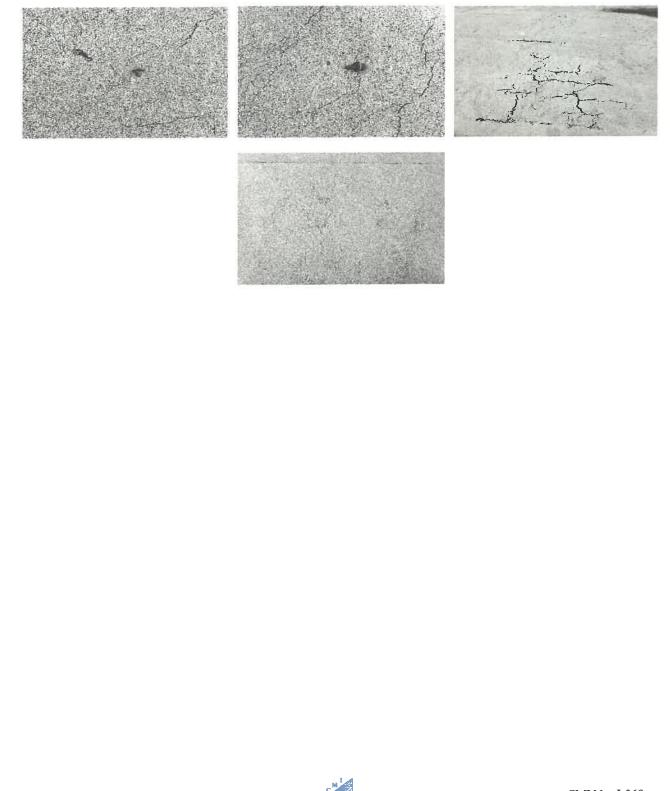
(407) 293 4168

C<sup>M<sup>1</sup></sup>

22 August 2024 Photos Page 4

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building Facilities Condition Assessment & Rough Order of Magnitude

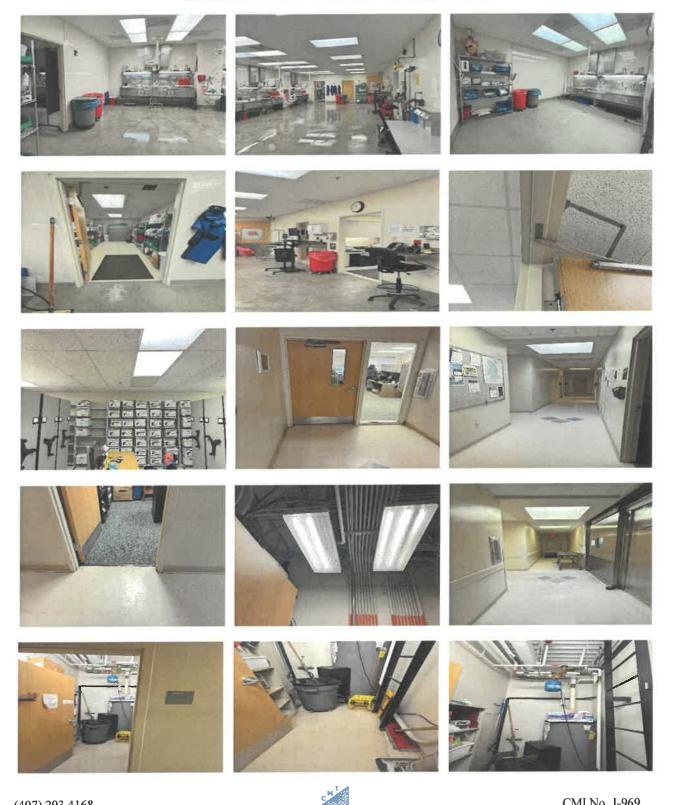
# <u>Site Visit Photos – Building Envelope Cont.</u>





22 August 2024 Photos Page 5

# Site Visit Photos – Interior Construction



(407) 293 4168

Page 17 of 55

22 August 2024 Photos Page 6

# Site Visit Photos – Interior Construction Cont.





22 August 2024 Photos Page 7

# Site Visit Photos - Mechanical & Electrical



(407) 293 4168

CM

# FACILITY CONDITION ASSESSMENT CHECKLIST

#### FACILITY CONDITION ASSESSMENT CHECKLIST - SITE CIVIL

				200		n Con of Com					
5	New	New or like-new condition; no issues to report; no expected failures: Plan 8 to 10 Yrs.	1		Expe	ted Se	vice Li	fe			Lake County Medical Examiner's Office FACILITY
4	Good	Good condition; no reported issues or concerns; consider			Maint	enance	Recor	ds			809 Pine Street ADDRESS
_		replacement 6 to 8 Yrs. Average wear for building age; not new but no issues to		Vi	ualIn	spectio	n Conc	lition			Leesburg, Florida 34748 CITY, ZIP
3	Average	Wom from use -end of expected lifecycle. Replace within 2									
2	Poor	ta 4 Yrs.		S = Sur	/ey, L	= Dra				_	Tuesday, July 23 & Tuesday Aug. 6, 2024 SURVEY DATE GJ, PB, WT & GP SURVEYOR
1.	Critical	Extremely worn or damaged; replace in next 2 Yrs. SITE / CIVIL / LANDSCAPE	5	D C	5	4	Conc 3	lition 2		N/A	COMMENTS / RECOMMENDED ACTION
IVIL		SITE / CIVIL / DAILDSCAFE	-	-	-	-		-		14/14	
1.1	Garage (p	orte-cochere)	x		T	×					The porte-cochere is afforded drive-through access via the north and south overhead doors. This area is primarily for sheltered, dignified transfer of human remains. It also includes some storage space and a washer/dryer work area.
1.2	Access Ga	ites	х			x					Metal security fence and gate with electronic opener at east (employee) parking entran
1.3	Perimete	r Fencing	X		1		x				Chain link fence with overgrown vines at most locations.
1.4	Equipmer	nt / Stormwater Fencing	х							ж	Mechanical equipment is within the secure, fenced portion of the site (see C1.3 above). stormwater detention area is not fenced (see C 4.5 below).
:1.5	On-Site Si	dewalks	x			×					Sidewalk paving at the following locations is in good condition, but in need of cleaning: 1. east {employee} parking lot to the south garage apron area 2. west (visitor) parking lot
161	Paving	Parking Lot (Asphalt - West)	x	_	╀			x		_	Asphalt paving is worn and cracked and in need of replacement.
1.6.2	. aving	Parking Lot As halt - East	X	-	+	-		X			Asphalt paving is worn and cracked and in need of replacement.
1.6.3	1	Pavement / Sidewalks (Concrete)	X		1	X					Driveway aprons to Garage - in good condition, but needs cleaning.
1.6.4		Grass Parking (back of building)	х				x				Grass parking area is located south of the building. It appears additional paved parking
1.7	Striping /	Pavement Markings / Speed Bumps	x	+	╞	+		×		-	needed. East & west parking lots are in need of new striping and pavement markings. There are I
1.8	Curbing		x	-	╞	×				-	speed bumps or wheel stops (see C6.1 below). No curb at the east (employee) parking lot. The curb at the west (visitor) parking lot &
1.9	On-Site Si	803GA	x	-	+	×					entry drive is in good condition, but in need of cleaning. Good condition.
1.10	Pedestria	n Access to the Building (ADA & Safety)	x			×					On-site pedestrian access is provided. However, there is no sidewalk access from the existing public sidewalks on the ROW to the building.
ANDS				-+-	╈	-				NIS	Not included in scope.
2.1 2.2	Exterior F	System (Condition or Needed)	-	-	+-	+					Not included in scope.
2.3		e Vegetation (Condition & Type)	x		T	T					Trees and shrubs along south & west property lines are in need of thinning/trimming.
2.4	Landscape	e Turf			1						Not included in scope.
2.5		e Walls / Structures		-	1	-				NIS.	Not included in scope.
2.6		pximity to Bidg.) and Mechanical and Equipment	x					×			Trees and shrubs should be trimmed to avoid conflicts with building systems and mechanical equipment.
2.7		em (Paver, Brick, etc.)		_	-						Not included in scope.
	Other Am	enities		-	+	-	_	-	_	NIS	Not included in scope.
	CILITIES		v		+	-		-	-	x	
3.1 3.2	Walkway Pavilion	Canopies	XX	-	+	+	-	-		X	
3.3	Loading D	ock	X	-	1	+				x	
3.4		(Apron, pad, enclosure)	x					x			Dumpster pad and enclosure are in need of cleaning and painting. Wood pickets on enclosure gates should be replaced.
3.5	Compacto		х							X	
	Other Am	enities	X	_	-	-		_	_	X	
	ILITIES				114		-		-	_	Constanting of the 2022
4.1	Electrical Gas Distri			×	X	-			- 1	x	Generator was replaced in 2023.
	HVAC / AI		x		1	1				х	There is no central energy plant for this facility; and no chilled water distribution.
		Collection/ Septic System		х						X	There is no on-site septic system. Sanitary sewer is connected to municipal utilities.
		er Management	х	_	X	-			-		Existing stormwater detention area is located at the western end of the site.
4.6		tribution System				-		-	_	X	Potable water is provided by municipal utility. New backflow valve was installed in early August 2024.
	Backflow Lift Statio		x	×	×	-	-	-	-	х	New backflow valve was installed in early August 2024. There are no on-site lift stations. Sanitary sewer is connected to municipal utilities.
		ns ita System	-		+	1					Not included in scope.
	Lighting				Γ		x			×	There are pole-mounted lights in both (employee and visitor) parking areas. It is recommended that the fixtures be replaced with LED fixtures.
4.11	Other Util	ities			1					x	
ITE RE	GULATORY									_	
		esource Protection (Existing)			1	-					Not included in scope.
		mpliance (Potential Need)	-		-	-		-	_	NIS	Not included in scope.
_	Handicap		x		T			×			East (employee) parking lot does not have a designated handicap parking space. West (visitor) parking lot is in need of new pavement HC parking designation.
6.2	Passenge	Loading Zones	x		+	-			-	X	fasters hervisit recipier trees have the hervisite contraction of the second hervisite design of the second hervisite of therv
	Accessible		x		1	x					Both parking lots provide an accessible route to the respective building entryways.
		tairs and Railings	X							х	
		amps and Walks	х			x					Both parking lots provide an accessible route to the respective building entryways.
		ee Route (ROW - sidewalk to Bidg. Entry)	X		1				X		There is no sidewalk access from the existing public sidewalks on the ROW to the buildir

## FACILITY CONDITION ASSESSMENT CHECKLIST - BUILDING ENVELOPE

			Γ			ation Age of						1				
5	New	New or like-new condition; no issues to report; no				xpecto						Lake County Medical Examiner's Office FACILITY				
4	Good	expected failures; Plan 8 to 10 Yrs. Good condition; no reported issues or concerns; consider				laintei						809 Pine Street ADDRESS				
3		replacement 6 to 8 Yrs. Average wear for building age; not new but no issues to				al Insp						Leesburg, Florida 34748 CITY				
-	Average	report: replace within 4 to 6 Yrs. Worn from use -end of expected lifecycle. Replace within	ł													
2	Poor	2 to 4 Yrs.			Surve	ey, D =	= Dra				_					
1	Citical	Extremely worn or damaged; replace in next 2 Yrs. ERIOR BUILDING ENVELOPE	Source         Condition           S         D         O         5         4         3         2         1         N/A						-		N/A	-, , ,				
FOUND	ATION / FO		-	-	-	-		-		-	11/10					
B1.1	Structure		x	1	1		X					No defects or issues observed or reported.				
B1.2	Damp pro	ofing / Dewatering	х				X					No defects or issues observed or reported.				
B1.3	Slab On G		X	1	-		X		-	-	-	No defects or issues observed or reported.				
B1.4	Floor Fran	ning IS / WALLS		-	-	-	-	-	-	-	X					
B2.1	Structure	IS / WALLS	x	+	+	-	X		-	-	+	No defects or issues observed or reported.				
B2.2		reproofing Systems	L ^	-	+	-		-	-	+	x					
B2.3		h, (connected to structure)	x	1	-		х					West (visitor) entryway has an architectural covered area.				
							80.									
ROOFIN									_							
B3.1	Condition		X	-	X		_	X		-	-	New roof was installed approximately six years ago.				
B3.2	Membran	e	×						X			Roof is generally in fair condition. However, cracks, blisters and rippling were observed in the cap sheet. There is some severe alligatoring on the crickets between roof drains				
												along the lower level, south area. Loose fasteners (screws, nails, etc.) and other debris				
									1.			were noted at numerous locations. Piles of leaves with growing vegetation were also				
									11			observed.				
B3.3	Roof Oner	nings (Access)	x		1		x			-	+	Roof hatch and ladder is located in the janitor room and is in good condition.				
B3.4	-	nings (Skylights, etc.)	X	1	1		101544		X		1	Skylights are located above the east/west office corridor. There are no visible signs of				
												leakage in the ceiling at this time, however, recaulking is recommended.				
B3.5	Roof Equi	oment Curbing	х				х					No defects or issues observed or reported.				
B3.6	Leakage		X				х					No defects or issues observed or reported.				
B3.7	Ponding V	/ater	X						×			There is ponding water along the south side of both the lower level (main building) roof and the upper level (garage) roof. It appears the crickets and diamonds formed with the				
									1			tapered insulation, are not functioning as intended.				
B3.8	Roof Drain		X							X		Roof drains are filled with debris and SW drain has vegetation growing in it.				
B3.9		Downspouts	X X	-	-		_	х	-		X	There are no external gutter or downspouts. The metal coping at the top of the parapet wall (east, north and west elevations) is				
B3.10	Flashings							^				showing signs of rusting and refinishing is recommended.				
	Expansion		X	-	-		X	-	x	-	-	No defects or issues observed or reported. Roof side of parapet walls should be pressure washed, sealed and repainted.				
	Parapet W		X	-	-		x		A	-	-	No defects or issues observed or reported.				
	Edge Meta Roof Deck		X	-			A	X	-	-	-	Underside of metal deck and supporting steel is rusted (small area near garage heater				
03.14	NOOT DECK	(ivietal)	n n									unit}. Remove rust, clean, prep and repaint.				
EXTERIO	OR WALLS															
B4.1	Exterior Fi	nish	х					×				The south elevation has been partially repainted. Schedule completion of exterior painting after repair and proper prep.				
B4.2	Sealants		х					x				Repair cracks and apply sealants prior to exterior painting. (See B4.1 above)				
B4.3		/ Control Joints	х				x									
	Thermal C	ondition	x	-	-		X	_	-		-					
	Soffits		X X	-			х	-	-		X	There are no soffits.				
B4.6 DOORS	General A	vs / LOUVERS	-	-	-		A	-			1					
B5.1	Windows		х				1	х				Caulk perimeter of windows in conjunction with exterior painting. (See B4.1 above)				
	Louvers an	nd Vents	Х				х									
B5.3	Main Entr		х				х									
		y Door Hardware	X				X		_	-	-					
_		Entry Doors	X X	-	-		X X	-	_	-						
B5.6 B5.7		Entry Door Hardware or Coiling Doors (Garage)	X	-			X			-		Garage doors were replaced approximately ten years ago.				
85.7 85.8		rior Doors	x				~	×	-			Mechanical room doors need to be repainted (See B4.1 above).				
		rior Door Hardware	X				X	-		-						

## FACILITY CONDITION ASSESSMENT CHECKLIST - INTERIOR CONSTRUCTION

			Evaluation Considerations Age of Component							5				
5	New	New or like-new condition; no issues to report; no exsected failures: Plan 8 to 10 Yrs.			E	xpecte	ed Ser	vice L	ife			Lake County Medical Examiner's Office FACILITY		
4	Good	Good condition; no reported issues or concerns; consider replacement 6 to 8 Yrs.	1		M	lainter	nance	Recor	rds			809 Pine Street ADDRESS		
3	Average	Average wear for building age; not new but no issues to report; replace within 4 to 6 Yrs.		Visual Inspection Condition						1		Leesburg, Florida 34748 CITY		
2	Poor	Worn from use -end of expected lifecycle. Replace within 2 to 4 Yrs.		S =	Surve	εγ, D =	= Drav	wing,	0= (	Other		Tuesday, July 23 & Tuesday, Aug. 6, 2024 SURVEY DATE		
1	Critical	Extremely worn or damaged; replace in next 2 Yrs.		Sourc	e			Сопо	litio	n		GJ, PB, WT & GP SURVEYOR		
		INTERIOR CONSTRUCTION	S D O 5 4 3 2 1 N/A						2	1	N/A	COMMENTS / RECOMMENDED ACTION		
PARTIT	IONS / OP	ENINGS									1			
11.1	Drywall P	artitions										No defects or issues observed or reported.		
11.2	Restroom	IS									_	No defects or issues observed or reported.		
11.3	Interior D	oors, Frames and Hardware / Windows								No defects or issues observed or reported.				
11.4	Cooler Do	pors	X X									Stainless steel cooler doors.		
INTERIO	OR FINISHE	S												
12.1	Wall Finis	hes (paint)	X X P							Prep and paint interior walls throughout the building.				
12.2	Floor Fini	shes	X X					1						
12.2.1	Туре	Carpet						х				Carpet flooring throughout office areas show signs of wear. Recommend scheduling removal and replacement of existing carpeting.		
12.2.2		VCT Flooring						×				VCT flooring in corridor, breakroom, electrical room & janitor room. VCT is beyond its typical useful life. It is recommended that the VCT be replaced or at minimum, conduct minor replacement in select locations and clean and wax throughout.		
12.2.3		Ceramic Tile						×				Ceramic tile in restrooms and showers. Ceramic tiles are in good condition, in general. Restoration cleaning is recommended.		
12.2.4		Other	x		x		x					Non-slip, impervious flooring in morgue. Concrete floor in mechanical room and garage.		
12.3	Ceiling Fir	nishes	x		x	-		x		T		It was noted that the County remediated a mold issue approximately twelve years ago.		
12.3.1	Түре	Acoustical Ceiling Tile (ACT)						x				Acoustical tile ceiling in office areas, morgue area and related rooms. It is recommended that stained/damaged acoustical ceiling tiles and grid be removed and replaced.		
12.3.2		Hard Ceiling (gypsum board, etc.)	Х				x	-				Gypsum board, painted ceilings at corridor (partial area).		
12.3.3		Exposed (open)	x				x					Exposed ceiling in electrical, mechanical and janitor rooms.		
12.3.4		Other	Х								X			
SPECIAL	TIES													
13.1	Fire extin	guishers and cabinets	х				X			100		No defects or issues observed or reported.		
13.2		nitor accessories	х				X					No defects or issues observed or reported.		
13.3										1				
EQUIPN	AENT													
14.1	Morgue e	quipment	1 X X							No defects or issues reported or observed in owner provided photos.				
14.2	Cooler eq				X		x				Fans were replaced within the last year per Director of Operations. (Also see			
14.3						-								
CONVE	VINY SYSTE	EM												
15.1	1										X	None.		



## FACILITY CONDITION ASSESSMENT CHECKLIST - PLUMBING

						ation Age of			derations				
5	New	New or like-new condition; no issues to report; no	1		E	xpecte	d Ser	vice L	ife			Lake County Medical Examiner's Office	FACILITY
4	Good	ex; ected failures; Plan 8 to 10 Yrs. Good condition; no reported issues or concerns; consider	1		M	lainter	nance	Reco	rds			809 Pine Street	
502		replacement 6 to 8 Yrs. Average wear for building age; not new but no issues to	1										CITY, ZIP
3	Average	report; replace within 4 to 6 Yrs.	Visbarnispection condition						dition			Leesburg, Florida 34748	UTT, ZIP
2	Poor	Worn from use -end of expected lifecycle. Replace within 2 to 4 Yrs.		<b>S</b> = 9	Surve	y, D =	Dra	wing,	0= C	ther			SURVEY DATE
1	Critical	Extremely worn or damaged; replace in next 2 Yrs.		Sourc				_	dition				SURVEYOR
		PLUMBING SYSTEMS	S	D	0	5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION	
GENER	AL PLUM	BING					_				-		
P1.1	Custodial	Closets (mop sinks)	X				X	_				No defects or issues observed or reported.	
P1.2	Lab or Pro	oduction Area Sinks			X		X					Noted in County provided photos of Morgue area. No rep	orted issues.
P1.3	Eyewash , water)	/ Emergency Shower (floor drains / tepid			x		×					Noted in County provided photos of Morgue area. No rep	orted issues.
P1.4	Showers (	self metering, shutoff)									х		
P1.5	Kitchenet	tes (POU Grease Trap)									X		
P1.6	Roof Drai	n Piping (pipe coupling weight, insulated)						х				Roof drain assembly and piping in the garage should be re	painted.
P1.7	Grease Tr	aps (indoor / outdoor)									X		
P1.8	Water For	untains (self contained water cooler)					х				_	No defects or issues observed or reported.	
		ns / Septic System					_			_	X		
_		anks (chemical disposal system)		_			_	-		-	X		
RESTR			_	-			_	-		-	-		
	Water Clo	sets	X	-		-	X	-	-	-		No defects or issues observed or reported.	
	Urinals		X	<u> </u>	-	-	- 22	-	-	-	х	No. J. Seeks on income sharehold on you avteal	
	Lavatories		X	-	-	<u> </u>	X	-	-	-	-	No defects or issues observed or reported. No defects or issues observed or reported.	
_		re Provisions (space / dimensions)	^	-	-	-	^				-	No delects of issues observed of reported.	
	R DISTRIBU				-	-	X		-		-	No defects or issues observed or reported.	
		ping (any galvanized abv grade)	X	-	-	-	X	-	-	-	-	No defects of issues observed of reported.	
	Sanitary P		x	-	-	-	x	-	-	-	-	See M3.3 No defects or issues observed or reported.	
		aters (separate from bldg., heating / kitchen)	x		-	-	X	-	-	-		No defects or issues observed or reported.	
	Tanks Rooster P	umps (vented interior regulators)	^	-	-		~			-	x		
GAS SI		unities (vented interior regulators)		-	-		_	-	-	-	-		
	Piping			-			_		-	_	x		
		nted interior regulators)	-	-	-		-	-			X		
		proximity to OA intakes)		-			-				X		
		duction Area Emergency Off Switch					-				X		
	SERVICE												
P5.1	Stainless S	Steel Sinks			-		_				x		
	Mop Sinks		X				X					Floor type mop sink is located in the Janitor's Room/Closet	
	· · ·	Equipment									X		
P5.4	Dishwash	er (chemical sanitizing or 140F water)									X		
P5.5	Equipmen	t Drains (air gap)									X		
P5.6	Handwash	ning Stations									X		
FIRE PI	ROTECTIO	N					_						
P6.1	Riser		x				×					Fire sprinkler riser is located in the corner of garage. Quar inspection test was completed on 05/14/2024 per tag.	terly
P6.2	Monitor 4	Controls, Valves	x				x					No defects or issues observed or reported	
-		ng and Sprinkler Heads	x					x				Sprinkler heads and pipes with in the garage area should b inspected and refinished.	e cleaned,
P6.4	Other Sys	tem Components									×		

#### FACILITY CONDITION ASSESSMENT CHECKLIST - MECHANICAL

						ation								
5	Nau	New or like-new condition; no issues to report; no	ł			Age of xpecte						Lake County Medical Examiner's Office FACILITY		
_	New	expected failures: Plan 8 to 10 Yrs. Good condition; no reported issues or concerns; consider				lainter						809 Pine Street ADDRESS		
4	Good	replacement 6 to 8 Yrs. Average wear for building age; not new but no issues to												
3	Average	report: replace within 4 to 6 Yrs.			Visu	al Insp	ectio	1 Cond	dition			Leesburg, Florida 34748 CITY		
2	Poor	Worn from use -end of expected lifecycle. Replace within 2 to 4 Yrs.		S = .	Surve	≊γ, D =	Drav	wing,	0=0	ther		Tuesday, July 23 & Tuesday, Aug. 6, 2024 SURVEY DAT		
I	Critical	Extremely worn or damaged; replace in next 2 Yrs.		Sourc			_		dition	_		GJ, PB, WT & GP SURVEYOR		
		MECHANICAL SYSTEMS	S	D	0	5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION		
	IG PLANT				-		_	-	-		v			
M1.1	-	on Piping (2 pipe or 4 pipe)	<u> </u>		-		-	-	-		X			
M1.2		e, refrigerant, heat rejection method) ower (age, materials, VFD, sufficiency)	-	-	-		-	-	-		X			
M1.3.2		Age & Condition of Tower Fill		-	-		-	-	-		x			
M1.4.1		Heat Exchanger (age)		-	-			-			х			
M1.4.2	++	Ice Storage Tanks (Capacity, LBs)									х			
		VFD / Sound/ Suction Pressure									х			
M1.5.2	h	CHW Pump Volute Insulation Type (foamglass, Armaflex, phenolic foam, fiberglass, mineral wool)									x			
M1.6.1		ng & Valves (Corroded? Isolation valves?)						1			х			
M16.2		Chilled Water Pipe Insulation & Jacket (foamglass, Armaflex, phenolic foam, fiberglass, mineral wool)									in the second se			
M1.7.1	Campus Pi	iping & Valves (Corroded? Isolation valves?)									x			
M1.7.2		Chilled Water Pipe Insulation & Jacket (foamglass, Armaflex, phenolic foam, fiberglass, mineral wool)												
M1.8		ke-Up Station									х			
M1.9	Water Tre	atment				í l					х			
M1.10	Refrigerat	ion Room Monitoring and Ventilation									х			
M1.11	Makeup W	Vater: Secondary Backflow Preventer					j l				х			
HEATIN	IG PLANT													
M2.1		e, fuel type, input/output	_		-			_			X			
M2.2		VFD / Sound/ Suction Pressure	_		-			_			x			
M2.3		NE & Valves (Corroded? Isolation valves?)	_	-	_		_	-	-		X			
M2.4		iping & Valves (Corroded? Isolation valves?)	-	-			_	-			XX			
M2.5	Water Tre Boiler Roo		-				-			-	X			
M2.6 M2.7		Vater: Secondary Backflow Preventer						-		- 1	X			
	TIC WATER						_				_			
M3.1		aters (dedicated or part of building)	x				X		-					
M3.2		aters Dedicated for Kitchen	X		-						X			
M3.3		aters (age / fuel type / tankless / capacity)	х				X					Rheem/Rudd Commercial Heavy Duty 85 gallon, 36Kw water heater		
M3.4	Tanks (age	e / size)												
M3.5	Recirculati	ion Pump (operating - yes or no)												
DEDICA		E HEATING SYSTEMS									_			
M4.1	-	nly Air Handling Units (age)			_						X			
M4.2		aces (fuel. Type, age, mission)	_		_		_				X			
M4.3		ers (fuel, type, age, condition, mission)	_				_				X			
		nly Unit Ventilators (age, condition)	_		_			_		-	X			
	Outside Ai	r Units (age, HR type, ERV, Unitary, VAV)					x					The facility is equipped with a Munter ICA desiccant dehumidifier for pre- treatment of the makeup (intake) outside air. The unit was operational and ther were no observed or reported issues with the unit.		
M5.2	Boofton A	CUs (age, gas, heat or heat pump)	-				-				х			
M5.3		ation AHUs (age, type/geometry, VAV, SAT,					x					There is one AHU located in the mechanical room. The unit was operational. There were no observed or reported issues with the AHU or associated pre-filter unit.		
M5.4	Ventilation	Airflow Monitoring (last calibrated)									х			
M5.5		Path (plenum or ducted)												
M5.6		naterial, internal lining, fabric)						×				External supply air duct from the Munter ICA is exposed sheet metal until it transitions into the building. Interior duct work is fiberglass wrapped sheet meta The external portion of the duct work has considerable surface rust that should b removed and then refinished.		

## FACILITY CONDITION ASSESSMENT CHECKLIST - MECHANICAL

			Evaluation Considerations Age of Component									
5	New	New or like-new condition; no issues to report; no	1		E	xpect	ed Ser	vice L	ife			Lake County Medical Examiner's Office FACILITY
4	Good	expected failures: Plan 8 to 10 Yrs. Good condition; no reported issues or concerns; consider			M	lainte	nance	Reco	rds			809 Pine Street ADDRESS
3	Average	r =placement 6 to 8 Yrs. Average wear for building age; not new but no issues to		Visual Inspection Condition								Leesburg, Florida 34748 CITY
_		report: replace within 4 to 6 Yrs. Worn from use -end of expected lifecycle. Replace within 2	1	6 -	Surve		- Dray	wing	0-0	thar		Tuesday, July 23 & Tuesday, Aug. 6, 2024 SURVEY DATE
2	Poor	to 4 Yrs. Extremely worn or damaged; replace in next 2 Yrs.				γ, D ·			dition		-	GJ, PB, WT & GP SURVEYOR
1	Critical	MECHANICAL SYSTEMS	5	Sourc	0	5	4	3	2		N/A	
DICTRI		HANDLING / AIR CONDITIONING	-	-		-	a a faire	-			and the second	
M6.1	Unit Vent						x					There are four rooftop exhaust fans - three up-blast and one down-blast units. Al were operational and appear to be in good condition.
M6.2	Water So	urce Heat Pumps (age, zoning)									х	
M6.3	Split Syste	ems (age, service)					х					Three pad mounted condenser units serve the facility. All were operational, with no observed or reported issues.
M6.4	Unitary Sy	ystem (age, type, service, mission)									х	
M6.5	Bard-type	Units (age, fuel, type, mission)									Х	
M6.6	Unit Heat	ers (fuel, type, age, condition, mission)					X					
M6.7		e, mission)									х	
M6.8	Return Ai	r Path (plenum or ducted)				_						
M6.9	Ducting (r	naterial, internal lining, fabric)						×				See M5.6 above.
EXHAU	ST SYSTEM	15										
M7.1	Restroom	S					(10)					
M7.2	Locker Ro	oms							_			Locker room is located within the morgue area and was not accessed.
M7.3.1	Kitchen	Hood Systems (grease or heat only, Ansul system, heat sensor start)									x	
M7.3.2		Exhaust Fan Outlet Height (< 40 in.)	_		_						X	
M7.4.1	Hazard	Room Emergency Exhaust (operation)									x	The morgue was not accessed; the existence of an emergency exhaust system is unknown.
M7.4.2		Fume Exhaust (latest year certified, sash height, manifolded, VAV, fan location)									×	
M7.4.3		Stack Outlet Height (< 10 ft.)									x	
M7.5	Special	Exhaust Fan / Exhaust Hood							×			There is one ICP HVACR exhaust fan system located on the roof that was not operational at time of observation. There were no reported issues, however the external condition of the unit's components is poor.
REFRIG	RATION S	YSTEMS										
M8.1	Freezer 5y	ystems (age, location, refrigerant)							i i		X	
M8.2	Cooler Sys	stems (age, location, refrigerant)					x					Two pad-mounted Heatcraft Larkin cooler refrigeration units serve the morgue walk-in cooler room. The units were operational and there were no observed or reported issues.
M8.3	Ice Machi	ne Systems (age, location, refrigerant)									х	
	ANEOUS	MECHANICAL ISSUES										
M9.1	Condensa	te Drain Lines									х	
M9.2	Other										Х	
M9.3	Other										х	

#### FACILITY CONDITION ASSESSMENT CHECKLIST - ELECTRICAL

						u <mark>ation</mark> Age of						]	
5	New	New or like-new condition; no issues to report; no expected failures; Plan 8	1			xpecte						Lake County Medical Examiner's Office FAC	ILITY
4	Good	to 10 Yrs. Good condition; no reported issues or concerns; consider replacement 6 to	1		N	lainte	nance	Reco	rds				DRESS
-		8 Yrs. Average wear for building age; not new but no issues to report; replace				al Insp						Leesburg, Florida 34748 CITY	_
3	Average	within 4 to 6 Yrs. Warn from use -end of expected lifecycle. Replace within 2 to 4 Yrs.		s						thar			VEY DATE
2	Poor	Extremely worn or damaged; replace in next 2 Yrs.	<u> </u>	5 = Sourc	_	eγ, D =	= Drat		dition	_	-	in the second se	VEYOR
+	CERTICAL	ELECTRICAL SYSTEMS	5	-	0	5	4	3	2	1	N/A		
ELECTR	RICAL SUPP		<u> </u>	-	-	-	-		-		-		
_		vitchboard	X		-	-	X					No defects or issues observed or reported.	
E1.2	Utility Ow	ned Site Transformer - 500KVA	x				X					No defects or issues observed or reported.	
E1.3	Electrical	Power Systems Study w/ Arc Flash Labels	x							X			
E1.4													
E1.5													
E1.6								_					
E1.6			_		_			_	-	-	_		
E1.7			_	-	-		-	-	-		_		_
	RICAL DIST		x	-	-	-	x			-	-	No defects or issues observed or reported.	
	-	panelboards n breaker & chiller breaker	X	-	-	-		-	-	×	-	Provide spare 400-amp breaker.	_
	Spare mai		x	-	-	-	-	-	-	X	-	Fronde spare 400-amp breaker.	
_	-	er breaker	x	-	-	-	-		-	x		Provide spare 250-amp breaker.	
		witchboard & circuit breaker testing & maintenance	X			-		-		x	-		
	Licenical	interiound of them the and the angle interior											
E2.6	Outdoor e	lectrical safety switches	x				X					No defects or issues observed or reported.	
	Transform												
LIGHTI	NG												
E3.1.1	Room	Offices (administrative, clerical)	X						X				
E3.1.2		Corridor / Common Areas	X						X				
E3.1.3		Restrooms	X						Х		_		
E3.1.4		High Bay Areas	X		-	<u> </u>		_	X		_		
E3.1.5		Production Areas	X	-	-	<u> </u>	-	_	X	-	х		
		y Sensors (motion detection)	X	-	-		- 1	-	x		•		
		y Lighting ( condition & compliance) /alkway Lighting	X	-	-	-	-		<u>n</u>		х		
		erimeter (building mounted)	X		-		-	x				Upgrade existing fixtures with new LED fixtures.	
		ontrols (building level)	х						X		i –		
ELEVAT			-										
E4.1	Machine R	loom Equipment									Х		
E4.2	Interior Ca	b / signage / Emergency Phone	í –								Х		
	Hoist Way	Pit									Х		_
	Hall Fixtur			_						_	X		
	Operating	Condition	_			<u> </u>			-	_	X		
	Other	( FOLUDMENT			-	-	-	_			~		_
<u> </u>		/ EQUIPMENT	x		-	-			-	x		No lightning protection system.	
	Lightning F	votection uipment Supply	^		-			-		-	х	no iBuring brocedon system.	
	Lift Station										X		
		y Generator	х			X						No defects or issues observed or reported.	
		PA System									х		
		ice Sound System									х		
	Fire Alarm	System	х					_	x				
	Annunciat		х						-		Х		
		Retractable Screens				_			-	_	X		
		t Shut-off (gas & electric)	-	-	_	-	_		-		X	Not Included in Scope	
	Security - (		-						-				
	Constant .	Perimeter Alarm System (intrusion)										Not Included in Scope	



# **SUMMARY OF COST**

## SUMMARY OF COSTS

Description	Total Construction Cost with Prime Contractor Markups (\$)
Priority 1	150,950
Priority 2	472,561
Priority 3	264,368
TOTAL COST FOR PRIORITIES 1 ~ 3	887,879



# **PRIORITY** 1

- Prime Contractor Summary Report (with Prime Contractor Markups)
  - Level 2 Summary Report (without Prime Contractor Markups)
    - Level 2 Detail Report (without Prime Contractor Markups)
      - Detail Report (without Prime Contractor Markups)

# PRIME CONTRACTOR SUMMARY REPORT Project Element: LAKE COUNTY MEDICAL EXAMINER'S BUILDING Prime Contractor: (PRIORITY 1) Prime Contractor Prime Contractor

Total Estimate with Prime Contractor Markups	49.747%	\$150,950
5 - Escalation (5% per annum)	5.540%	\$7,924
4 - Bond	2.000%	\$2,804
3 - Overhead and Fee	8.000%	\$10,387
2 - General Conditions	12.000%	\$13,911
1 - Design and Estimating Contingency	15.000%	\$15,121
Cost to Prime for GC-P1 Prime Contractor		
(PRIORITY 1)		\$100,803
LAKE COUNTY MEDICAL EXAMINER 5 BOILDING		
LAKE COUNTY MEDICAL EXAMINER'S BUILDING		
Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 1) Facilities Condition Assessment & Rough Order of Magnitude Est Markup Description	Markup	Total

LEVEL DESCRIPTION LAKE COUNTY MEDICAL EXAMINER'S BUILDING (PRIORITY 1)	<u>QTY</u> <u>UNIT</u> 8,770 sf	<u>UNIT COST</u> \$11.49	<u>TOTAL</u> \$100,803
+ BI-01: BUILDING	8,770 sf	\$11.33	\$99,403
+ BI-02: SITEWORK	1.30 ac	\$1,076.92	\$1,400

LEVEL DESCRIPTION LAKE COUNTY MEDICAL EXAMINER'S BUILDING (PRIORITY 1)	<u>QTY</u> <u>UNIT</u> 8,770 sf	<u>UNIT COST</u> \$11.49	<u>TOTAL</u> \$100,803
BI-01: BUILDING	8,770 sf	\$11.33	\$99,403
+ 04 ROOFING	8,770 sf	\$0.17	\$1,500
+ 11 ELECTRIC POWER & LIGHTING	8,770 sf	\$8.41	\$73,786
+ 12 ELECTRICAL SYSTEMS	8,770 sf	\$2.75	\$24,118
BI-02: SITEWORK	1.30 ac	\$1,076.92	\$1,400
+ 18 SITE IMPROVEMENTS	1.30 ac	\$1,076.92	\$1,400

**DETAIL REPORT NO.4A** 

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 1) Facilities Condition Assessment & Rough Order of Magnitude Est

Reported From: LAKE COUNTY MEDICAL EXAMINER'S B

Report Total: \$100,803

LEVEL	Estimate Tree Struc			UNIT COST	TOTAL
BI-01: B 04 ROO Roofi	UILDING DFING	<u>iure romps</u>			\$99,403 \$1,500 \$1,500
Roof Deck				Tree Depth= 4	ŀ
099000	clean area of the garage roof deck underside of rust, and then refinish	1 lc	C	\$500.00	\$500
TOTAL Roo	of Deck	8,770.00	sf	\$0.06	\$500
BI-01: B 04 ROO Roofii		<u>sture Rollups</u>			\$99,403 \$1,500 \$1,500
Roof Openin	ngs & Supports			Tree Depth= 4	ŀ
077000	clean roof drain of debris and growing vegetation	5 e	а	\$200.00	\$1,000
TOTAL Roo	f Openings & Supports	8,770.00	sf	\$0.11	\$1,000
	Estimate Tree Struc	ture Rollups			
	UILDING CTRIC POWER & LIGHTING	ture Rollups		Tree Depth= 3	\$99,403 \$73,786
11 ELE( Service & Di	UILDING CTRIC POWER & LIGHTING	<u>ature Rollu⊴s</u> 1 €	a	Tree Depth= 3 \$20,000.60	\$73,786
11 ELE( <u>Service &amp; Di</u> 260000	UILDING CTRIC POWER & LIGHTING				\$73,786
11 ELE(	UILDING CTRIC POWER & LIGHTING istribution power system study switchboard mdp 250 amp, 208 volt chiller	1 e	a	\$20,000.60	\$73,786 \$20,001
<b>11 ELE</b> <u>Service &amp; Di</u> 260000 260000 260000	UILDING CTRIC POWER & LIGHTING istribution power system study switchboard mdp 250 amp, 208 volt chiller circuit breaker switchboard mdp 400 amp, 208 volt main	1 e 1 e	a	\$20,000.60 \$8,540.00	\$73,786 \$20,001 \$8,540
<b>11 ELE</b> <u>Service &amp; Di</u> 260000 260000 260000 260000	UILDING CTRIC POWER & LIGHTING istribution power system study switchboard mdp 250 amp, 208 volt chiller circuit breaker switchboard mdp 400 amp, 208 volt main circuit breaker	1 e 1 e 1 e	a a	\$20,000.60 \$8,540.00 \$14,670.00	\$73,786 \$20,001 \$8,540 \$14,670
<b>11 ELE</b> <u>Service &amp; Di</u> 260000 260000 260000 260000 260000	UILDING CTRIC POWER & LIGHTING istribution power system study switchboard mdp 250 amp, 208 volt chiller circuit breaker switchboard mdp 400 amp, 208 volt main circuit breaker infrared scan of switchboards & panelboards circuit breaker testing - secondary injection	1 e 1 e 1 e	a a a	\$20,000.60 \$8,540.00 \$14,670.00 \$6,575.00	\$73,786 \$20,001 \$8,540 \$14,670 \$6,575
11 ELE Service & Di 260000 260000 260000 260000 260000	UILDING CTRIC POWER & LIGHTING istribution power system study switchboard mdp 250 amp, 208 volt chiller circuit breaker switchboard mdp 400 amp, 208 volt main circuit breaker infrared scan of switchboards & panelboards circuit breaker testing - secondary injection method	1 e 1 e 1 e 1 e 1 e	a a a	\$20,000.60 \$8,540.00 \$14,670.00 \$6,575.00 \$5,500.00	\$73,786 \$20,001 \$8,540 \$14,670 \$6,575 \$5,500 \$18,500
11 ELEC <u>Service &amp; Di</u> 260000 260000 260000 260000 260000 TOTAL Serv BI-01: B 12 ELEC	UILDING CTRIC POWER & LIGHTING istribution power system study switchboard mdp 250 amp, 208 volt chiller circuit breaker switchboard mdp 400 amp, 208 volt main circuit breaker infrared scan of switchboards & panelboards circuit breaker testing - secondary injection method temporary generator connection assembly	1 e 1 e 1 e 1 e 1 e 1 e 1 e	a a a a	\$20,000.60 \$8,540.00 \$14,670.00 \$6,575.00 \$5,500.00 \$18,500.24	\$73,786 \$20,001 \$8,540 \$14,670 \$6,575 \$5,500
11 ELEC Service & Di 260000 260000 260000 260000 260000 260000 TOTAL Serv BI-01: BI 12 ELEC Comm	UILDING CTRIC POWER & LIGHTING istribution power system study switchboard mdp 250 amp, 208 volt chiller circuit breaker switchboard mdp 400 amp, 208 volt main circuit breaker infrared scan of switchboards & panelboards circuit breaker testing - secondary injection method temporary generator connection assembly vice & Distribution	1 e 1 e 1 e 1 e 1 e 1 e 1 e	a a a a	\$20,000.60 \$8,540.00 \$14,670.00 \$6,575.00 \$5,500.00 \$18,500.24	\$73,786 \$20,001 \$8,540 \$14,670 \$6,575 \$5,500 \$18,500 \$18,500 \$73,786 \$99,403 \$24,118 \$24,118
11 ELEC <u>Service &amp; Di</u> 260000 260000 260000 260000 260000 TOTAL Serv BI-01: B 12 ELEC	UILDING CTRIC POWER & LIGHTING istribution power system study switchboard mdp 250 amp, 208 volt chiller circuit breaker switchboard mdp 400 amp, 208 volt main circuit breaker infrared scan of switchboards & panelboards circuit breaker testing - secondary injection method temporary generator connection assembly vice & Distribution	1 e 1 e 1 e 1 e 1 e 1 e 1 e	a a a sf	\$20,000.60 \$8,540.00 \$14,670.00 \$6,575.00 \$5,500.00 \$18,500.24 <b>\$8.41</b>	\$73,786 \$20,001 \$8,540 \$14,670 \$6,575 \$5,500 \$18,500 \$73,786 \$99,403 \$24,118 \$24,118

CMI No. J-969 08/22/2024

Success Estimating and Cost Management System

Page No. 1

Leesburg, Florida District 5 Medical Examiner's Building (Priority 1) Facilities Condition Assessment & Rough Order of Magnitude Est

Lake County Government

Reported From: LAKE COUNTY MEDICAL EXAMINER'S B Report Total: \$100,803

18 SITE	Estimate Tree Structu ITEWORK IMPROVEMENTS s, Steps, Ramps, & Terraces	QTY ure Rollups	<u>UNIT COST</u>	<u>TOTAL</u> \$1,400 \$1,400 \$1,400
Paved Surfa	ICes		Tree Depth= 4	
321300	add sidewalk access from existing public sidewalk to the "ROW" of the building (p1)	175 sf	\$8.00	\$1,400
TOTAL Pav	ed Surfaces	1.30 ac	\$1,076.92	\$1,400

# **PRIORITY 2**

- Prime Contractor Summary Report (with Prime Contractor Markups)
  - Level 2 Summary Report (without Prime Contractor Markups)
    - Level 2 Detail Report (without Prime Contractor Markups)
      - Detail Report (without Prime Contractor Markups)

# PRIME CONTRACTOR SUMMARY REPORT Project Element: LAKE COUNTY MEDICAL EXAMINER'S BUILDING Prime Contractor: (PRIORITY 2) Prime Contractor Prime Contractor

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 2) Facilities Condition Assessment & Rough Order of Magnitude Est Markup Description	Markup	Total
LAKE COUNTY MEDICAL EXAMINER'S BUILDING		
(PRIORITY 2)		\$302,999
Cost to Prime for GC-P2 Prime Contractor		
1 - Design and Estimating Contingency	15.000%	\$45,450
2 - General Conditions	12.000%	\$41,814
3 - Overhead and Fee	8.000%	\$31,221
4 - Bond	2.000%	\$8,430
5 - Escalation (5% per annum)	9.920%	\$42,647
Total Estimate with Prime Contractor Markups	55.961%	\$472,561

CMI No. J-969

Page 1

LEVEL DESCRIPTION LAKE COUNTY MEDICAL EXAMINER'S BUILDING (PRIORITY 2)	QTY UNIT 8,770 sf	<u>UNIT COST</u> \$34.55	<u>TOTAL</u> \$302,999
+ BI-01: BUILDING	8,770 sf	\$22.21	\$194,779
+ BI-02: SITEWORK	1.30 ac	\$83,246.15	\$108,220

LEVEL DESCRIPTION LAKE COUNTY MEDICAL EXAMINER'S BUILDING (PRIORITY 2)	QTY UNIT 8,770 sf	UNIT COST \$34.55	<u>TOTAL</u> \$302,999
BI-01: BUILDING	8,770 sf	\$22.21	\$194,779
+ 04 ROOFING	8,770 sf	\$8.16	\$71,599
+ 09 H.V.A.C.	8,770 sf	\$0.05	\$400
+ 11 ELECTRIC POWER & LIGHTING	8,770 sf	\$10.75	\$94,278
+ 12 ELECTRICAL SYSTEMS	8,770 sf	\$3.25	\$28,503
BI-02: SITEWORK	1.30 ac	\$83,246.15	\$108,220
+ 17 SITE PREPARATION	1.30 ac	\$14,980.77	\$19,475
+ 18 SITE IMPROVEMENTS	1.30 ac	\$68,265.38	\$88,745

DETAIL REPORT NO.4A

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 2) Facilities Condition Assessment & Rough Order of Magnitude Est

Reported From: LAKE COUNTY MEDICAL EXAMINER'S B Report Total: \$302,999

<u>LEVEL</u> BI-01: BU 04 ROOF Roofing	ING	QTY		<u>UNIT COST</u>	<u>TOTAL</u> \$194,779 \$71,599 \$71,599
Roof Covering	as			Tree Depth= 4	
075000	general roof cleaning of debris (screws, nails, etc. pile of leaves and growingvegetation)	8,945 sf		\$0.15	\$1,342
075000	patch / repair roof cap sheet (cracks, blisters, rippeling)	7,505 sf		\$4.00	\$30,020
075000	repair area of severe alligatoring on the crickets / tapered insulation / ponding water between roof drains along the lower level, south area and above the garage	1,780 sf		\$20.00	\$35,600
TOTAL Roof	Coverings	8,770.00	sf	\$7.64	\$66,962
BI-01: BU 04 ROOF Roofing	ING	ructure Rollups		1	\$194,779 \$71,599 \$71,599
Flashings & Tr	rim			Tree Depth= 4	
099000	refinish parapet wall interior face (pressure wash, sealed & paint)	1,375 <b>sf</b>		\$2.50	\$3,438
TOTAL Flashi	ings & Trim	8,770.00	sf	\$0.39	\$3,438
BI-01: BU 04 ROOF Roofing	ING	ructure Rollugs			\$194,779 \$71,599 \$71,599
Roof Opening	s & Supports			Tree Depth= 4	
077000	clean skylight domes and recaulk perimeter, between aluminum frames and plexiglass lite domes	2 ea		\$600.00	\$1,200
TOTAL Roof (	Openings & Supports	8,770.00	sf	\$0.14	\$1,200
BI-01: BU 09 H.V.A.		ucture Rollu≘s		:	\$194,779 \$400
HVAC				Tree Depth= 3	
	clean rust, prep and repaint icp hvac exhaust	1 Is		\$400.00	\$400
230000	fan system top roof				

CMI No. J-969 08/22/2024

Success Estimating and Cost Management System

Page No. 1

**DETAIL REPORT NO.4A** 

Reported From: LAKE COUNTY MEDICAL EXAMINER'S B Report Total: \$302,999

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 2) Facilities Condition Assessment & Rough Order of Magnitude Est

LEVEL		Estimate Tree Structure Rollups		UNIT COST	TOTAL
	DING C POWER & LIGHTING Branch Wiring			:	\$194,779 \$94,278 \$94,278
Lighting Equipme	nt			Tree Depth= 4	
260000 ir	nterior led lighting	8,770 sf		\$10.75	\$94,278
TOTAL Lighting E	Equipment	8,770.00	sf	\$10.75	\$94,278
	DING CAL SYSTEMS cation, Security, & Aları	Estimate Tree Structure Rollups		1	\$194,779 \$28,503 \$28,503
Fire Alarm System	<u>15</u>			Tree Depth= 4	
280000 fi	ire alarm system upgrade	8,770 sf		\$3.25	\$28,503
TOTAL Fire Alarn	n Systems	8,770.00	sf	\$3.25	\$28,503

DETAIL REPORT NO.4A Reported From: LAKE COUNTY MEDICAL EXAMINER'S B Report Total: \$302,999

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 2) Facilities Condition Assessment & Rough Order of Magnitude Est

LEVEL	Estimate Tree Structure	QTY		UNIT COST	TOTAL
BI-02: SIT 17 SITE P		<u>rionups</u>			\$108,220 \$19,475
Site Demolition	1			Tree Depth= 3	3
024100	remove asphalt pavement, base & subbase (east parking lot)	13,040 sf		\$1.25	\$16,300
024100	remove asphalt pavement, base & subbase (west parking lot)	2,540 sf		\$1.25	\$3,175
TOTAL Site De	emolition	1.30	ac	\$14,980.77	\$19,475
BI-02: SIT 18 SITE II Parking	MPROVEMENTS	<u>Rollups</u>			\$108,220 \$88,745 \$83,445
Paved Surface	5			Tree Depth= 4	4
323100	asphalt pavement, base & subbase (east parking lot)	13,040 sf		\$5.00	\$65,200
323100	asphalt pavement, base & subbase (west parking lot)	2,540 sf		\$5.00	\$12,700
TOTAL Paved	Surfaces	1.30	ac	\$59,923.08	\$77,900
	Estimate Tree Structure	Rollups			
BI-02: SITI 18 SITE II Parking	MPROVEMENTS				\$108,220 \$88,745 \$83,445
18 SITE IN	MPROVEMENTS Lots			Tree Depth= 4	\$88,745 \$83,445
18 SITE II Parking	MPROVEMENTS Lots	13,040 sf		Tree Depth= 4 \$0.25	\$88,745 \$83,445
18 SITE IN Parking Marking & Sign	APROVEMENTS Lots rage striping & pavement markings (east parking	13,040 sf 2,540 sf			\$88,745 \$83,445 4
18 SITE IN Parking Marking & Sign 321700	APROVEMENTS Lots striping & pavement markings (east parking lot) striping & pavement markings (west parking			\$0.25	\$88,745 \$83,445 4 \$3,260
18 SITE IN Parking Marking & Sign 321700 321700	APROVEMENTS Lots striping & pavement markings (east parking lot) striping & pavement markings (west parking lot) add for handicap parking stall (east parking lot - post sign, handicap pavementsymbol,	2,540 sf		\$0.25 \$0.25	\$88,745 \$83,445 4 \$3,260 \$635
<b>18 SITE II</b> Parking <u>Marking &amp; Sigr</u> 321700 321700 321700	APROVEMENTS Lots striping & pavement markings (east parking lot) striping & pavement markings (west parking lot) add for handicap parking stall (east parking lot - post sign, handicap pavementsymbol, pavement striping, etc.) add for handicap parking stall (west parking lot - post sign, handicap pavementsymbol, pavement striping, etc.)	2,540 sf 2 ez		\$0.25 \$0.25 \$550.00	\$88,745 \$83,445 4 \$3,260 \$635 \$1,100
18 SITE IN           Parking           Marking & Sign           321700           321700           321700           321700           321700           321700           321700           B1-02: SITE           18 SITE IN	APROVEMENTS Lots Hage striping & pavement markings (east parking lot) striping & pavement markings (west parking lot) add for handicap parking stall (east parking lot - post sign, handicap pavementsymbol, pavement striping, etc.) add for handicap parking stall (west parking lot - post sign, handicap pavementsymbol, pavement striping, etc.) g & Signage	2,540 sf 2 ea 1 ea <b>1.30</b>		\$0.25 \$0.25 \$550.00 \$550.00 <b>\$4,265.38</b>	\$88,745 \$83,445 4 \$3,260 \$635 \$1,100 \$550
18 SITE IN           Parking           Marking & Sign           321700           321700           321700           321700           321700           321700           321700           B1-02: SITE           18 SITE IN	APROVEMENTS Lots Hage striping & pavement markings (east parking lot) striping & pavement markings (west parking lot) add for handicap parking stall (east parking lot - post sign, handicap pavementsymbol, pavement striping, etc.) add for handicap parking stall (west parking lot - post sign, handicap pavementsymbol, pavement striping, etc.) g & Signage Estimate Tree Structure I ENORK	2,540 sf 2 ea 1 ea <b>1.30</b>		\$0.25 \$0.25 \$550.00 \$550.00 <b>\$4,265.38</b>	\$88,745 \$83,445 4 \$3,260 \$635 \$1,100 \$550 \$5,545 \$108,220 \$88,745 \$2,800
18 SITE IN Parking Marking & Sign 321700 321700 321700 321700 321700 TOTAL Markin BI-02: SITE 18 SITE IN Site Dev	APROVEMENTS Lots Hage striping & pavement markings (east parking lot) striping & pavement markings (west parking lot) add for handicap parking stall (east parking lot - post sign, handicap pavementsymbol, pavement striping, etc.) add for handicap parking stall (west parking lot - post sign, handicap pavementsymbol, pavement striping, etc.) g & Signage Estimate Tree Structure I Estimate Tree Structure I striptoper Structure I structure I striptoper Structure I structure I struptoper Structure I struptoper Structure I struptoper Structure I struptoper Structure I struptoper Struptoper Strupto	2,540 sf 2 ea 1 ea <b>1.30</b>	ac	\$0.25 \$0.25 \$550.00 \$550.00 <b>\$4,265.38</b>	\$88,745 \$83,445 4 \$3,260 \$635 \$1,100 \$550 \$5,545 \$108,220 \$88,745 \$2,800

**DETAIL REPORT NO.4A** 

Reported From: LAKE COUNTY MEDICAL EXAMINER'S B Report Total: \$302,999

 Lake County Government
 Leesburg, Florida
 Reported From: LA

 District 5 Medical Examiner's Building (Priority 2)
 Facilities Condition Assessment & Rough Order of Magnitude Est

	EWORK IPROVEMENTS velopment	QTY Estimate Tree Structure Rollups	_		UNIT COST	<u>TOTAL</u> \$108,220 \$88,745 \$2,800
Fencing & Gate	<u>es</u>				Tree Depth=	4
TOTAL Fencin	g & Gates		1.30	ac	\$1,846.15	\$2,400
	EWORK IPROVEMENTS relopment	Estimate Tree Structure Rollups				\$108,220 \$88,745 \$2,800
Miscellaneous	<u>Structures</u>				Tree Depth=	4
323100	clean / pressure wash dumpster pa	d	200 sf		\$0.50	\$100
323100	clean / pressure wash dumpster en walls	closure	600 sf		\$0.50	\$300
TOTAL Miscell	aneous Structures		1.30	ас	\$307.69	\$400
BI-02: SITE 18 SITE IN	EWORK IPROVEMENTS	<u>Estimata Tree Structure Rollups</u>				\$108,220 \$88,745
Landscaping					Tree Depth=	3
329000	allowance for landscaping (trees &	shrubs)	1 İs		\$2,500.00	\$2,500
TOTAL Landso	aping		1.30	ac	\$1,923.08	\$2,500

CMI No. J-969 08/22/2024

# **PRIORITY 3**

Prime Contractor Summary Report (with Prime Contractor Markups)
 Level 2 Summary Report (without Prime Contractor Markups)
 Level 2 Detail Report (without Prime Contractor Markups)
 Detail Report (without Prime Contractor Markups)

# PRIME CONTRACTOR SUMMARY REPORT Project Element: LAKE COUNTY MEDICAL EXAMINER'S BUILDING Prime Contractor: (PRIORITY 3) Prime Contractor Prime Contractor

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 3) Facilities Condition Assessment & Rough Order of Magnitude Est Markup Description	Markup	Total
LAKE COUNTY MEDICAL EXAMINER'S BUILDING		
(PRIORITY 3)		\$161,264
Cost to Prime for GC-P3 Prime Contractor		
1 - Design and Estimating Contingency	15.000%	\$24,190
2 - General Conditions	12.000%	\$22,254
3 - Overhead and Fee	8.000%	\$16,617
4 - Bond	2.000%	\$4,486
5 - Escalation (5% per annum)	15.540%	\$35,557
Total Estimate with Prime Contractor Markups	63.935%	\$264,368

LEVEL DESCRIPTION LAKE COUNTY MEDICAL EXAMINER'S BUILDING (PRIORITY 3)	<u>QTY</u> <u>UNIT</u> 8,770 sf	UNIT COST \$18.39	<u>TOTAL</u> \$161,264
+ BI-01: BUILDING	8,770 sf	\$8.91	\$78,172
+ BI-02: SITEWORK	1.30 ac	\$63,917.27	\$83,092

CMI No. J-969

LEVEL DESCRIPTION LAKE COUNTY MEDICAL EXAMINER'S BUILDING (PRIORITY 3)	QTY UNIT 8,770 sf	UNIT COST \$18.39	<u>TOTAL</u> \$161,264
BI-01: BUILDING	8,770 sf	\$8.91	\$78,172
+ 03 EXTERIOR CLOSURE	8,770 sf	\$2.12	\$18,600
+ 04 ROOFING	8,770 sf	\$0.19	\$1,650
+ 06 INTERIOR FINISHES	8,770 sf	\$6.23	\$54,602
+ 08 PLUMBING	8,770 sf	\$0.03	\$300
+ 09 H.V.A.C.	8,770 sf	\$0.08	\$720
+ 10 FIRE PROTECTION SYSTEMS	8,770 sf	\$0.06	\$500
+ 11 ELECTRIC POWER & LIGHTING	8,770 sf	\$0.21	\$1,800
BI-02: SITEWORK	1.30 ac	\$63,917.27	\$83,092
+ 17 SITE PREPARATION	1.30 ac	\$4,445.50	\$5,779
+ 18 SITE IMPROVEMENTS	1.30 ac	\$53,702.31	\$69,813
+ 20 SITE ELECTRICAL UTILITIES	1.30 ac	\$5,769.46	\$7,500

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 3) Facilities Condition Assessment & Rough Order of Magnitude Est

	UILDING ERIOR CLOSURE	_QTY ucture Rallups		<u>UNIT COST</u>	<u>TOTAL</u> \$78,172 \$18,600
Exterior Wal	lls			Tree Depth= 3	3
099100	clean, prep and paint exterior wall	7,520 sf		\$2.25	\$16,920
071000	repair cracks and apply sealants to south exterior wall near mechanical equipment	30 lf		\$5.00	\$150
071000	caulking perimeter of windows	226 lf		\$5.00	\$1,130
TOTAL Exte	erior Walls	8,770.00	sf	\$2.08	\$18,200
	UILDING ERIOR CLOSURE	ucture Rollups			\$78,172 \$18,600
Exterior Per	sonnel Doors			Tree Depth= 3	3
099000	clean, prime and paint mechanical room double door and frame	1 pr		\$400.00	\$400
TOTAL Exte	erior Personnel Doors	8,770.00	sf	\$0.05	\$400
BI-01: B 04 ROO Roofin <u>Flashings &amp;</u>	ng	ccture Rollups		Tree Depth= 4	\$78,172 \$1,650 \$1,650
099000	refinish metal coping top of the parapet wall	275 lf		\$6.00	\$1,650
	hings & Trim	8,770.00	sf	\$0.19	\$1,650
	Estimate Tree Stru UILDING RIOR FINISHES	cture Rollups			\$78,172 \$54,602
Wall Finishe	<u>s</u>			Tree Depth= 3	}
099100	clean, prime and paint interior face of exterior wall	2,735 sf		\$1.50	\$4,103
099100	clean, prime and paint interior walls	16,565 sf		\$1.35	\$22,363
TOTAL Wall	Finishes	8,770.00	sf	\$3.02	\$26,465
	Estimate Tree Stru RIOR FINISHES	<u>cture Rollups</u>			\$78,172 \$54,602
Flooring & F	loor Finishes			Tree Depth= 3	i
093000	clean & polish ceramic tile flooring	515 Sf		\$1.05	\$541
CMI No. J- 08/22/2024	-969 Success Estimating and Cost	Management System		Page No.	1

**DETAIL REPORT NO.4A** 

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 3) Facilities Condition Assessment & Rough Order of Magnitude Est

Reported From: LAKE COUNTY MEDICAL EXAMINER'S B Report Total: \$161,264

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LEVEL					UNIT COST	TOTAL
BI-01: BUI 06 INTERI	LDING IOR FINISHES	<u>Estimate Tree Structure Rollup</u>	2			\$78,172 \$54,602
Flooring & Floo	or Finishes				Tree Depth= 3	
096500	new vct flooring		1,215 sf		\$2.50	\$3,038
096500	clean & wax existing vct flooring		1,215 sf		\$1.05	\$1,276
096800	carpet flooring		3,830 sf		\$4.00	\$15,320
TOTAL Floorin	g & Floor Finishes		8,770.00	sf	\$2.30	\$20,174
BI-01: BUI 06 INTERI	LDING OR FINISHES	Estimate Tree Structure Rollups	5			\$78,172 \$54,602
Ceiling & Ceilin	ng Finishes				Tree Depth= 3	
098000	act ceiling & grid system		2,275 sf		\$3.50	\$7,963
TOTAL Ceiling	& Ceiling Finishes		8,770.00	sf	\$0.91	\$7,963
BI-01: BUII 08 PLUME		Estimate Tree Structure Rollups	3			\$78,172 \$300
Plumbing					Tree Depth= 3	
220000	roof drain assembly and piping in the to be cleaned of chipped, flaking pair prep and repaint		1 ea		\$300.00	\$300
TOTAL Plumbi	ng		8,770.00	sf	\$0.03	\$300
BI-01: BUII 09 H.V.A.C		Estimate Tree Structure Rollups	L			\$78,172 \$720
HVAC					Tree Depth= 3	
230000	clean rust, prep and repaint external air duct from the munter ica unit, that transitions into the building		240 sf		\$3.00	\$720
TOTAL HVAC			8,770.00	sf	\$0.08	\$720
BI-01: BUII 10 FIRE PI	LDING ROTECTION SYSTEMS	Estimate Tree Structure Rollups	i			\$78,172 \$500
Fire Protection	<u>Systems</u>				Tree Depth= 3	
210000	clean, prep and refinish fire sprinkler and heads underside the garage roo		2 ea		\$250.00	\$500
<b>CMI No. J-96</b> 08/22/2024		ating and Cost Managem	ent System		Page No.	2

**DETAIL REPORT NO.4A** 

Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 3) Facilities Condition Assessment & Rough Order of Magnitude Est

Reported From: LAKE COUNTY MEDICAL EXAMINER'S B Report Total: \$161,264

<u>LEVEL</u> BI-01: BU 10 FIRE F	ILDING PROTECTION SYSTEMS	<u>_QTY</u> Estimate Tree Structure Rollups		UNIT COST	<u>TOTAL</u> \$78,172 \$500
Fire Protection	n Systems			Tree Depth= 3	
TOTAL Fire P	rotection Systems	8,770.00	sf	\$0.06	\$500
	ILDING TRIC POWER & LIGHTING g & Branch Wiring	Estimate Tree Structure Rollups			\$78,172 \$1,800 \$1,800
Lighting Equip	oment			Tree Depth= 4	
260000	exterior led lighting on the exterior wa (east & south)	all 4 ea		\$450.00	\$1,800
TOTAL Lightin	ng Equipment	8,770.00	sf	\$0.21	\$1,800

3

DETAIL REPORT NO.4A

# Lake County Government Leesburg, Florida District 5 Medical Examiner's Building (Priority 3) Facilities Condition Assessment & Rough Order of Magnitude Est

Reported From: LAKE COUNTY MEDICAL EXAMINER'S B Report Total: \$161,264

LEVEL	Estimate Tree S			UNIT COST	TOTAL
BI-02: SITE 17 SITE P		Incluse Foliops			\$83,092 \$5,779
Building Demol	ition			Tree Depth= 3	
024100	remove carpet flooring	3,830 sf		\$0.38	\$1,455
024100	remove vct flooring	1,215 sf		\$0.75	\$911
024100	remove act ceiling & grid system	2,275 sf		\$1.50	\$3,413
TOTAL Buildin	g Demolition	8,770.00	sf	\$0.66	\$5,779
	Estimate Tree S	ructure Rolluns			¢02.002
BI-02: SITE 18 SITE IN Parking	IPROVEMENTS				\$83,092 \$69,813 \$68,985
Paved Surfaces	<b>i</b>			Tree Depth= 4	
323100	asphalt pavement, base & subbase (to offset grass parking)	13,140 sf		\$5.00	\$65,700
TOTAL Paved	Surfaces	1.30	ac	\$50,538.46	\$65,700
	Estimate Tree Si	nucture Rollups			
BI-02: SITE 18 SITE IN Parking	EWORK IPROVEMENTS				\$83,092 \$69,813 \$68,985
Marking & Sign	age			Tree Depth= 4	
321700	striping & pavement markings (asphalt area to offset grass parking)	13,140 sf		\$0.25	\$3,285
TOTAL Marking	g & Signage	1.30	ac	\$2,526.92	\$3,285
	EWORK IPROVEMENTS elopment	ructure Rollues			\$83,092 \$69,813 \$828
Fencing & Gate	<u>s</u>			Tree Depth= 4	
323100	clean perimeter fence of overgrown vines	920 lf		\$0.90	\$828
TOTAL Fencing	g & Gates	1.30	ac	\$636.92	\$828
BI-02: SITE 20 SITE EI	EWORK LECTRICAL UTILITIES	ructure Rolluos			\$83,092 \$7,500
Exterior Lightin	a			Tree Depth= 3	
260000	exterior led lighting on existing poles	5 ea		\$1,500.06	\$7,500
CMI No. J-96 08/22/2024	Success Estimating and Cos	t Management System		Page No.	4

DETAIL REPORT NO.4A Reported From: LAKE COUNTY MEDICAL EXAMINER'S B Report Total: \$161,264

 Lake County Government
 Reported From: LAKE

 Leesburg, Florida
 Reported From: LAKE

 District 5 Medical Examiner's Building (Priority 3)
 Facilities Condition Assessment & Rough Order of Magnitude Est

TOTAL Exterior Lighting	1.30	ac	\$5,769.46	\$7,500
Exterior Lighting			Tree Depth= 3	
BI-02: SITEWORK 20 SITE ELECTRICAL UTILITIES				\$83,092 \$7,500
LEVEL	Estimate Tree Structure Rollups		UNIT COST	TOTAL

5

#### **ABBREVIATIONS**

#### ABBREVIATIONS USED IN ESTIMATE

0	-4
(a)	at
ac	air condition; air
act	conditioning acoustical ceiling tile
ahu	air handling unit
alt	alternate
alum	aluminum
al	allowance
amp	ampere
apt	apartment
AS	Alaska Airlines
ats	automatic transfer switch
avg	average
b/fill	backfill
bf	board feet
BHS	Baggage Handling
	System
bitum	bituminous; bitumen
bldg	building
bkr	breaker
blk	block
bm	beam
bo	bottom
brg	bearing
brkr	circuit breaker
brk	brick
calc	calculated
cap	capacity Central Control Center
CCC	closed circuit television
cctv	cement
cem cf	cubic feet
ci	cast iron
cip	cast in place
circ	circuit
clf	hundred linear feet
cmp	corrugated metal piping
cmu	concrete masonry unit
col	column
conc	concrete
cpt	carpet
ct	ceramic tile
DAL	Delta Airlines
dbl	double
DDC	Direct Digital Controls
dia	diameter
dip	ductile iron pipe
disp	disposal
dispen	dispenser
dr	door each
ea edh	electric duct heater
ef	exhaust fan
eifs	exterior insulation finish
0115	system
el	elevation
elev	elevator
emt	electric metallic tubing
EPDM	Ethylene Propylene
	Diene Monomer (M-
	class) Rubber
est	estimate(d); estimator

ewc	electric water cooler
	excavation
exc	expansion
exp ext	exterior
extl	external
	existing
extg fa	÷
	fire alarm
f/o	furnish only
fdn	foundation
flr	floor, flooring
fp	fire protection
fr	frame
ftg	footing
fwk	formwork
galv	galvanized
gfci	ground fault circuit
	interruptor
gl	glass
gnd	ground
grp	group
grs	galvanized rigid steel
gwb	gypsum wallboard
h/c	handicap
hb	hose bib
hd	head
hdwr	hardware
horiz	horizontal
hgt	height
hm	hollow metal
hvac	heating, ventilating and
	air conditioning
hyd	hydraulic
ig	isolated ground
i/o	install only
incl	include; including
inst	install; installation
insul	insulation
int	interior
intl	internal
lab	laboratory
lav	lavatory
loc	location
mcc	motor control center
mdp	main distribution panel
med	medium
mes	mitered end section
misc	miscellaneous
mtd	mounted
mtl	metal
mult	multiply
nema	national electrical
	manufacturer's
	Association
nf	non fused
nhci	no hub cast iron
oau	outside air unit
oc	on center
opng	opening
orn	ornamental
ovhd	overhead
ph	phase
r	r

	mino
pi	pipe
pt	paint
ptd	paper towel dispenser
ptn	partition
pvc	polyvinyl chloride
qt	quarry tile
qty	quantity
rcp	reinforced concrete pipe
recept	receptacle
reg	regular
reinf	reinforcement
rpz	reduced pressure
	backflow preventer
r/r	restroom
rsr	riser
rom	rough order of magnitude
sa	supply air
sf	square feet
sgl	single
sog	slab on grade
somd	slab on metal deck
sprk	sprinkler
SS	stainless steel
stl	steel
struct	structure; structural
surf	surface
susp	suspended
tb	terminal block
T/C	Ticket Counter
thk	thick
toil	toilet
uon	unless otherwise noted
ur	urinal
vav	variable air volume unit
vet	vinyl composition tile
vert	vertical
vfd	variable frequency drive
vin	vinyl
vwc	vinyl wall covering
wc	water closet
wd	wood
wdw	window
wwf	welded wire fabric
thwn-thn	nylon insulated wire
	total
tot	
tvss	transient voltage surge
	suppression
vert	vertical
vlf	vertical linear foot
w/	with
wh	water heater
wp	weather proof
хр	explosion proof

(407) 293-4168

CMI

#### **REPRESENTATIVE PROJECTS**

Accommodation

Hyatt Hotel Renovation; Shades of Green Hotel 600 Biscayne Bay; Modello

#### Assembly

Most Precious Blood Catholic Church St. Isaac Jogues Catholic Church Orange County Convention Center – Phases I ~ V Palm Beach Convention Center

#### Aviation

Orlando International Airport Tampa International Airport Miami International Airport Southwest Florida International Airport Fort Lauderdale-Hollywood International Airport Palm Beach County Airport Jacksonville International Airport Newark Liberty International Airport, NJ Asheville Regional Airport, NC Indianapolis International Airport, CA San Francisco International Airport, CA Louisville International Airport, KY

#### **Disaster / Emergency**

GOAA Hurricane Charley Clean Up GOAA Hurricane Rehabilitation & Restoration Seminole State College Hurricane Repairs Krome Processing Center Hurricane Damages Orange County Hazard Mitigation Grant Program

#### Educational (K-12)

Orange County Public School Miami-Dade County Public Schools Seminole County Public School St. Lucie County Public Schools Volusia County Schools

#### Educational (Colleges & Universities) Rollins College

IRCC / FAU Joint Use Facility SCC / UCF Joint Use Facility Seminole Community College Valencia Community College Florida Agricultural & Mechanical University Florida International University University of Central Florida University of Florida University of Miami University of South Florida

#### Entertainment

Carver Theater Daytona Intl. Speedway - Expanded Visitors Center Disney's Magic Kingdom Parade Storage Building Dr. P. Phillips Performing Arts Center Universal Studios Expansion Walt Disney World

Facilities Improvement Animal Services Building – Orange County Amory SRT HVAC & Space Renovation – Orange County IOC HVAC Upgrade – Orange County Admin Center Power & Emergency Power Upgrade – Orange County Fire Alarm System Upgrade – Orange County Courthouse Facilities Assessment – Orange County Convention Center Roof Replacement – Orange County Convention Center West Bldg. Fire Alarm Upgrade – Orange County Convention Center Building 830 Facility Improvement – Orlando Int'l Airport OOC HVAC & Generator Upgrade – City of Orlando

Contact: gj@cminc.biz

Tel: 407-293-4168

#### Healthcare

Boca Raton Community Hospital Central Florida Blood Bank Health Central Hospital Cancer Center Hillsborough County Medical Examiners Facility North Broward Hospital District Master Plan VA Hospital Miami Renovation of ER, Urology & Mental Health University of Miami, JMH Campus Clinical Research Building

#### Infrastructure

Dames Point Marine Terminal Oakland Park – Phases 1A & 1B SFWMD Lakeside Ranch Stormwater Treatment Areas

#### Judicial

Alachua County Courthouse Charlotte Federal Courthouse, NC Duval County Courthouse Ft. Pierce Federal Courthouse Jacksonville Federal Courthouse Lake County Judicial Center Okaloosa County Courthouse Orange County Courthouse; Orange County Juvenile Justice Center Orange County Intake, Release, Medical/Mental Health & Housing Seminole County Courthouse

#### **LEED & Sustainability**

Alachua County Court Support Services Newark Liberty International Airport - Terminal A, NJ University of Florida – Graduate Studies Building (Hough Hall)

#### **Parking Garages**

Seminole Community College: VA Hospital, Gainesville Lake County Judicial Center: University of Miami

#### Parks and Recreation

City of Kissimmee - Lakefront Park City of Orlando - Eagle Nest Park Orange County - Dr. Phillips Community Park Orange County Parks - Little Econ Greenway Ph 2 City of S. Miami - Murray Park Multipurpose Center St. Lucie County - Skateboard Park Streetscape – Events Center

#### **Public Safety**

Public Safety Building - City of Stuart Call Center - Orange County Sheriff Central Complex - Orange County Fire Stations - Orange County EOC Buildings - Sarasota County Center for Public Safety & Forensic Science – UCF Public Safety Building - Valencia Community College

#### Special Services (Auditing, Claims, etc.) Metropolis Phases 1 & 2 ; 900 Biscayne Bay Quantum on The Bay : The Radius; Pero Farms; Artecity Lake County Judicial Complex (GMP Analysis) Palm Beach County- Solid Waste Transfer Facility University of Central Florida - Engineering Building III

#### Transportation

Oak Street Widening – City of Kissimmee Florida High Speed Rail Florida Turnpike Enterprise – Toll Plazas Fourth Runway Program – Orlando International Airport

#### US Armed Forces, etc. Camp Blanding Ammunition Supply Point, FL

Fort Sill Commissary, OK New Orleans NAS-JRB-DECA and Navy Exchange, LA Randall Hall Michie Stadium Athletic Complex, NY West Point Rugby Training & Sports Complex, NY

Website: www.cminc.biz







## **Medical Examiners Commission** Meeting

### February 4, 2025

Joshua Stephany, M.D. •

- Barbara C. Wolf, M.D. Kenneth T. Jones Nick Cox, J.D. Charlie Cofer, J.D.
  - Robin Giddens Sheppard, L.F.D. Sheriff Robert "Bob" Johnson
    - Amira Fox, J.D.

#### MEDICAL EXAMINERS COMMISSION MEETING

Orlando Marriott Lake Mary 1501 International Parkway Lake Mary, FL 32751 February 4, 2025, 10:00 AM EST

**Opening Remarks** 

Introduction of Commission Members and Staff

Approval of Meeting Agenda and Minutes from previous Commission Meeting of October 29, 2024

- **Election of Chairman**
- Sunshine Law

#### **ISSUE NUMBER**

1.

Jeff Dambly, J.D.

Brett Kirkland, Ph.D.

#### PRESENTER

Informational Items: Status Update: MEC Appointments and Reappointments Brett Kirkland, Ph.D. • Status Update: DME Appointments and Reappointments Brett Kirkland, Ph.D. District 8 Medical Examiner Vacancy Joshua Stephany, M.D. 2025 Reappointments/Assessments for Districts 8 – 14 & 25 Ashley Williams 2023 Annual Drugs in Deceased Persons Report Megan Neel 2024 Interim Drugs in Deceased Persons Report Megan Neel • 2024 Annual Drugs in Deceased Persons Report Megan Neel • 2024 Annual Workload Report Megan Neel 2023/2024 Coverdell Status Update Ashley Williams 2. 2025 Coverdell Grant Proposals Ashley Williams 3. 2025 Legislative Update Jeff Dambly, J.D. 4. Seminole and Lake County - District Presentation **Kristian Swenson Tommy Carpenter Rachel Bartolowits** 5. Mass Fatality Plans/FEMORS Jason Byrd, Ph.D. Brett Kirkland, Ph.D. 6. Organ Procurement Organization Annual Report Ginny McBride, OurLegacy 7. Emerging Drugs Update Brett Kirkland, Ph.D. 8. 2025 FAME Educational Conference Brett Kirkland, Ph.D. 9. Other Business • Public Records Request – New HIPAA Law

#### MEDICAL EXAMINERS COMMISSION MEETING Embassy Suites by Hilton Orlando Lake Buena Vista South 4955 Kyngs Heath Road Kissimmee, Florida 34746 October 29, 2024 10:00 AM EDT

Commission Chairman Barbara C. Wolf, M.D., called the meeting of the Medical Examiners Commission to order at **10:00 AM**. She advised those in the audience that the meetings of the Medical Examiners Commission are open to the public and that members of the public will be allowed five minutes to speak. She then welcomed everyone to the meeting and asked Commission members, staff, and audience members to introduce themselves.

#### Commission members present:

Barbara C. Wolf, M.D., Districts 5 & 24 Medical Examiner Nick Cox, J.D., Statewide Prosecutor, Office of the Attorney General (Virtual) Robin Giddens Sheppard, L.F.D., Funeral Director Kenneth T. Jones, State Registrar, Department of Health (Virtual) Hon. Charlie Cofer, J.D., Public Defender, 4<sup>th</sup> Judicial Circuit (Virtual) Joshua Stephany, M.D., Districts 9 & 25 Medical Examiner Hon. Amira Fox, J.D., State Attorney, 20<sup>th</sup> Judicial Circuit

#### Commission staff present:

Brett Kirkland, Ph.D. Jeff Dambly, J.D.

#### **District Medical Examiners present:**

Deanna Oleske, M.D. (District 1) Catherine Miller, M.D. (District 15) Russell S. Vega, M.D. (Districts 12 & 22)

#### Other District personnel present:

Sheri Blanton (District 9/25) Lindsey Bayer (District 5/24) Dan Schebler (District 1) Leah Henry (District 23)

#### **Guests present:**

Tinene Alter (NMS Labs) Shane Lockwood (Department of Health) Brittany Hill (LifeLink of Florida)

Sherry Groover (Citizen) Susan Rabel (LifeLink of Florida) Darren Lahrman (LifeLink of Florida)

### A MOTION WAS MADE, SECONDED, AND PASSED UNANIMOUSLY FOR THE COMMISSION TO APPROVE THE AGENDA.

### A MOTION WAS MADE, SECONDED, AND PASSED UNANIMOUSLY FOR THE COMMISSION TO APPROVE THE MINUTES OF THE MAY14, 2024 MEDICAL EXAMINERS COMMISSION MEETING.

#### **ISSUE NUMBER 1: INTRODUCTION OF NEW LEGAL COUNSEL JEFF DAMBLY**

• Introduction: Bureau Chief Brett Kirkland, Ph.D., introduced the Commission and audience members to new Legal Counsel Jeff Dambly. Mr. Dambly is replacing former Commission Legal Counsel Jim Martin.

Sajid S. Qaiser, M.D. (District 18)

Megan Neel

Ashley Williams

Rob Padrino (District 9/25) Kelly Boulos (District 23) Ralph Saccone (District 15) Paul Petrino (District 15)

#### **ISSUE NUMBER 2: INFORMATIONAL ITEMS:**

- Status Report: MEC Appointments and Reappointments: Dr. Kirkland informed the Commission that a letter was sent to the Governor's Appointments Office regarding all appointments and reappointments of District Medical Examiners by the Commission. Dr. Kirkland advised that we are still awaiting appointments/reappointments from the Governor's Appointments Office.
- Status Report: DME Appointment and Reappointments: Dr. Kirkland informed the Commission that all district medical examiners are currently pending either appointment or reappointment. Dr. Kirkland advised that he reached out to the appointment's office for a status, but we are still waiting on appointments from the Governor.
- District 8 Medical Examiner Vacancy: Joshua Stephany, M.D., informed the Commission that the District 8 District Medical Examiner's position is still vacant and has no news to report. Dr. Jon Thogmartin will continue to provide coverage.
- 2024 Interim Drug Report: Mrs. Megan Neel informed the Commission that drug data is due to her by November 30, 2024 and if this was going to be a problem to let her know. Dr. Kirkland informed the Commission that the laboratories are improving on turn-around times therefore the deadline for the 2025 Interim Drug Report will now be March 31, 2025. Mrs. Neel informed the medical examiners that they can submit their cases with pending information if needed and then a week before the deadline she will reach out to get finalized information on the pending cases.
- 2023 Annual Drug Report: Mrs. Neel informed the Commission that she has received all the data and is in the process of proofing it. Mrs. Neel advised she is looking to have it published by the end of November. Dr. Kirkland informed the Commission that the laboratories are improving on turn-around times therefore the deadline for the 2024 Annual Drug Report will also be September 30, 2025.
- 2023 Annual Workload Report: Mrs. Megan Neel advised that the report was posted and sent out on October 17, 2024.
- 2022 Paul Coverdell Forensic Science Improvement Grant Program Status Update: Mrs. Ashley Williams informed the Commission that we received the extension for the 2022 Paul Coverdell Grant. Mrs. Williams advised that if any districts need an extension to contact her or Candace Pridgeon to execute the extension.
- 2023 Paul Coverdell Forensic Science Improvement Grant Program Status Update: Mrs. Ashley Williams informed the Commission that funds have been released and Grants are working on reimbursements. Mrs. Williams reminded the districts to make their purchases and get the reimbursement forms submitted. Mrs. Williams also informed the Districts that Candace has sent out an email to the districts for UEI's and asked that those districts respond with the necessary information.

#### **ISSUE NUMBER 3: UHR ID SERVICES AND FIGG UPDATE**

 Deputy Director Leigh Clark of FDLE's Forensic Services gave an update on the Missing and Unidentified Human Remains (MUHR) Program and the Forensic Investigative Genetic Genealogy Grant (FIGG) Program. Ms. Clark gave an in-depth presentation on the expanded services that are being offered, the criteria for participation, and the FIGG-specific funding sources. The grant is open to local and state law enforcement agencies, Florida medical examiners offices, perpetrator cases, homicide victims, and unidentified human remains doe cases. Ms. Clark further explained the requirements for the FIGG Program submission process. PowerPoint presentation available by request.

#### **ISSUE NUMBER 4: EMERGING DRUGS**

• Bureau Chief Brett Kirkland, Ph.D. provided the Commission with an update on new drug trends on behalf of Bruce Goldberger, Ph.D. There were several new and significant findings of drugs in decedents during the last quarter. Most notably is the increase in the prevalence of N-isopropyl butylone, a novel synthetic stimulant and substituted cathinone. Further, there are additional reports of "pink cocaine" in Miami/Dade County. "Pink cocaine" is typically ketamine mixed with other substances including caffeine, cocaine, methamphetamine, MDMA and/or new psychoactive substances. Illicitly manufactured fentanyl is still the most frequently identified drug in decedents; and polysubstance use with fentanyl is common and includes cocaine and methamphetamine. Other drugs identified in decedents include bromazolam, N,N-dimethylpentylone, fluorofentanyl, PiHP, and xylazine. The toxicology laboratory directors continue to meet bimonthly to discuss the prevalence and emergence of drugs in the state of Florida. Participants of the meeting include representatives from the Medical Examiners Commission, the Drug Enforcement Administration, and the Florida Department of Health. The last meeting of the toxicology directors was held on October 7, 2024.

#### **ISSUE NUMBER 5: OTHER BUSINESS**

 Ken Jones, State Registrar with the Florida Department of Health, Bureau of Vital Statistics, informed the Commission that out of state physicians were able to sign-off on death certificates. Mr. Jones advised the Commission and medical examiners to contact his office if there are any questions regarding the circumstances in which an out of state physician may sign-off on a death certificate. There was a discussion between Mr. Jones and the audience, unfortunately due to technical difficulties audio was not available. Please refer to Mr. Jones for any additional questions.

With no further business to come before the Commission, the meeting was adjourned at 11:12 A.M.

#### MEDICAL EXAMINERS COMMISSION

#### Barbara C. Wolf, M.D.

Chairman District 5/24 Medical Examiner 809 Pine Street Leesburg, Florida 34748 (352) 326-5961 email: barbara.wolf@marioncountyfl.org First Term: 8/7/2015-7/1/2019 Second Term: 2/10/2023 - 6/30/2023

#### Robin Giddens Sheppard, L.F.D.

Funeral Director/Vice President Hardage-Giddens Funeral Homes 4801 San Jose Boulevard Jacksonville, Florida 32207 (904) 737-7171 *email: Robin.Sheppard@dignitymemorial.com* First Term: 8/15/2013-7/1/2016 Second Term: 08/29/2018-07/01/2020 Third Term: 2/10/2023 - 6/30/2024

#### Mr. Kenneth T. Jones

State Registrar Florida Department of Health Bureau of Vital Statistics Post Office Box 210 Jacksonville, Florida 32231 (904) 359-6900 ext. 1001 *email: Ken.Jones@flhealth.gov* Term: Not Applicable

#### Honorable Amira Fox, J.D.

State Attorney 20th Judicial Circuit PO Box 399 Fort Myers, Florida 33902 (239) 533-1100 *email: afox@sao20.org* First Term: 2/10/2023 - 6/30/2023

#### Joshua Stephany, M.D.

District 9/25 Medical Examiner 2350 East Michigan Street Orlando, Florida 32806 (407) 836-9400 *email: joshua.stephany@ocfl.net* First Term: 2/10/2023 - 6/30/2024

#### Honorable Charlie Cofer, J.D.

Public Defender, 4th Judicial Circuit 407 N. Laura Street Jacksonville, Florida 32202 (904) 255-4673 *email: ccofer@pd4.coj.net* First Term: 08/29/2018-07/01/2021 Second Term: 2/10/2023 - 6/30/2025

#### Nick Cox, J.D.

Statewide Prosecutor Office of the Attorney General 3507 E. Frontage Road, Suite 325 Tampa, Florida 33607 813-287-7960 *email: nick.cox@myfloridalegal.com* Term: Not Applicable

#### VACANT

County Commissioner

Honorable Robert "Bob" Johnson Sheriff Santa Rosa County 5755 East Milton Road Milton, Florida 32583 (850) 983-1100 email: rjohnson@srso.net First Term: 2/10/2023 - 6/30/2025

#### STAFF

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### Updated January 27, **124**

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#### District 1

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#### District 2

Thomas M. Coyne, M.D., Ph.D Interim Medical Examiner 560 Leonard Gray Way Tallahassee, Florida 32304 Director of Operations Ricardo Camacho (850) 606-6600 FAX: (850) 606-6601 *e-mail: rcamacho@Dist2ME.org* 

#### District 3

Dixie Co. ME Services Provided by District 8 Lafayette, Madison & Suwannee Co. ME Services Provided by District 2 Columbia & Hamilton Co. ME Services Provided by District 4

#### District 4

**B. Robert Pietak, M.D.** Interim Medical Examiner 2100 Jefferson Street Jacksonville, Florida 32206 Director of Operations Tim Crutchfield (904) 255-4000 FAX: (904) 630-0964 *e-mail: tcrutchfield@coj.net* 

#### District 5

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#### District 6

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#### District 7 (Home Rule)

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#### District 8

Jon R. Thogmartin Interim Medical Examiner 3217 SW 47th Avenue Gainesville, Florida 32608 (352) 273-9292 FAX: (352) 273-9288

#### District 9 (Home Rule)

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#### District 10

Stephen J. Nelson, M.A., M.D., F.C.A.P. 1021 Jim Keene Boulevard Winter Haven, Florida 33880 Office Manager Sheli Wilson (863) 298-4600 FAX:(863) 298-5264 *e-mail: StephenNelson@polk-county.net* 

#### District 11 (Home Rule)

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#### District 12

Russell S. Vega, M.D. 4510 Fruitville Road Sarasota, Florida 34232 Director of Operations David Winterhalter (941) 361-6909 FAX: (941) 361-6914 email: rvega@fldist12me.com

#### District 13 (Home Rule)

Kelly G. Devers, M.D. 11025 North 46th Street Tampa, Florida 33617 Manager of Operations Harrison Cowan (813) 914-4500 FAX: (813) 914-4594 email: DeversK@hillsboroughcounty.org

#### District 14 Jay Radtke, M.D.

7375 Frankford Avenue Panama City, Florida 32405 Director of Operations Whit Majors (850) 747-5740 FAX: (850) 747-5745 *e-mail: wmajors@baycountyfl.gov* 

#### District 15 (Home Rule) Catherine R. Miller, M.D.

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#### District 17 (Home Rule)

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#### District 18

Sajid S. Qaiser, M.D. 1750 Cedar Street Rockledge, Florida 32955 Program Manager Michael Szczepanski (321) 633-1981 FAX: (321) 633-1986 *e-mail: michael.szczepanski@brevardfl.gov* 

#### District 19

#### Patricia A. Aronica, M.D.

Interim Medical Examiner 2500 South 35th Street Ft. Pierce, Florida 34981 Operations Manager Kimberly Loucks (772) 464-7378 FAX: (772) 464-2409 *e-mail: kimberly.loucks@stlucieco.gov* 

#### District 20

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#### District 21

Rebecca A. Hamilton, M.D. 70 South Danley Drive Ft. Myers, Florida 33907 Director of Operations Patti Wheaton (239) 533-6339 FAX: (239) 277-5017 *e-mail: pwheaton@leegov.com* 

#### District 22

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#### District 23

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District 24 Barbara C. Wolf, M.D. ME Services Provided by District 5

District 25 (Home Rule) Joshua D. Stephany, M.D. ME Services Provided by District 9

#### FLORIDA ASSOCIATE MEDICAL EXAMINERS

District 1 Danielle R. Armstrong, D.O. Lorraine Lopez-Morell, M.D. Michael Pagacz, M.D. (Wilson A. Broussard, M.D.) (Thomas M. Coyne, M.D., Ph.D.) (Jennifer Dierksen, M.D.) (Lisa Flannagan, M.D.) (Ami Murphy, D.O.) (Maneesha Pandey, M.D.) (Jay M. Radtke, M.D.) (Brandy L. Shattuck, M.D.)

#### District 2

(Lisa M. Flannagan, M.D.) (Jan M. Gorniak, D.O.) (Noel R. Agudo, M.D.) (Natalia Belova, M.D.) (Kailee Imperatore, M.D.) (Andrew Koopmeiners, M.D.) (Noel A. Palma, M.D.) (Heidi Reinhard, M.D.) (Jason R. Van Roo, M.D.)

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#### District 4

Robert Buchsbaum, M.D., J.D. Peter Gillespie, M.D. Brittany L. Glad, D.O. Sherry L. Jilinski, M.D. Aurelian Nicolaescu, M.D. Robert R. Pfalzgraf, M.D. Jason R. Van Roo, M.D. (Noel R. Agudo, M.D.) (Michael Bell, M.D.) (Leszek Chrostowski, M.D.) (William F. Hamilton, M.D.) (Iana Lesnikova, M.D.) (Brandon M. Maveal, M.D.) (Deanna A. Oleske, M.D.) (Valerie J. Rao, M.D.) (Sandra A. Siller, M.D.) (Barbara C. Wolf, M.D.)

District 5 Tracey S. Corey, M.D. Rachel A. Lange, M.D. Chantel Njiwaji, M.D. Tracey L. Shipe, D.O. (Noel R. Agudo, M.D.) (Michael Bell, M.D.) (Thomas M. Coyne, M.D., Ph.D.) (James W. Fulcher, M.D.) (Susan S. Ignacio, M.D.) (Kailee Imperatore, M.D.) (Wayne D. Kurz, M.D.) (Andrew Koopmeiners, M.D.) (Stephen J. Nelson, M.D.) (Aurelian Nicolaescu, M.D.) (Noel A. Palma, M.D.) (Joshua D. Stephany, M.D.) (Jon Thogmartin, M.D.) (Jason R. Van Roo, M.D.)

#### District 6

Noel R. Agudo, M.D. Susan S. Ignacio, M.D. Kailee Imperatore, M.D. Wayne D. Kurz, M.D. Andrew Koopmeiners, M.D. Noel A. Palma, M.D. Jason R. Van Roo, M.D. (Wilson A. Broussard, M.D.) (Marcela Chiste, M.D.) (Tracey S. Corey, M.D.) (Thomas M. Coyne, M.D., Ph.D.) (Rebecca A. Hamilton, M.D.) (Tera A. Jones, M.D.) (Rachel A. Lange, M.D.) (Wendy A. Lavezzi, M.D.) (Rebecca MacDougall, M.D.) (Stephen J. Nelson, M.D.) (Chantel Niiwaii, M.D.) (Shanedelle S. Norford, M.D.) (Mark J. Shuman, M.D.) (Phoutthasone Thirakul, M.D.) (Suzanne R. Utley-Bobak, M.D.) (Russell S. Vega, M.D.) (Vera V. Volnikh, M.D.) (Barbara C. Wolf, M.D.)

District 7 Ruth Kohlmeier, M.D.

Mary G. Ripple, M.D. (Noel R. Agudo, M.D.) (Marcela Chiste, M.D.) (Susan S. Ignacio, M.D.) (Kailee Imperatore, M.D.) (Wayne D. Kurz, M.D.) (Rebecca MacDougall, M.D.) (Shanedelle S. Norford, M.D.) (Noel A. Palma, M.D.) (Jon R. Thogmartin, M.D.) (Lee Tormos, M.D.)

#### District 8

(Noel Agudo, M.D.) (Michael Bell, M.D.) (Natalia Belova, M.D.) (Alexander Blank, M.D.) (Thomas M. Covne, M.D., Ph.D.) (Lisa Flanagan, M.D.) (Alexis Jelinek, M.D.) (Susan S. Ignacio, M.D.) (Kailee Imperatore, M.D.) (Andrew Koopmeiners, M.D.) (Wayne D. Kurz, M.D.) (Wendy Lavezzi, M.D.) (Rebecca MacDougall, M.D.) (Shanedelle S. Norford, M.D.) (Noel Palma, M.D.) (Heidi Reinhard, M.D.) (Mark Shuman, M.D.) (Jason Van Roo, M.D.) (Barbara C. Wolf, M.D.)

#### District 9 Brooke Blake, M.D.

Joy Edegbe, M.D. Jesse C. Giles, M.D. Marie H. Hansen, M.D. Soren L. Jensen, D.O. Sandra A. Siller, M.D. Sara H. Zydowicz, D.O. (Tracey S. Corey, M.D.) (James Fulcher, M.D.) (D. Fintan Garavan, M.D., Ph.D.) (Julia V. Hegert, M.D.) (Ruth Kohlmeier, M.D.) (Rachel A. Lange, M.D.) (Stephen J. Nelson, M.D.) (Chantel Niiwaii, M.D.) (Mary G. Ripple, M.D.) (Tracev L. Shipe, D.O.) (Sajid S. Qaiser, M.D.) (Vera V. Volnikh, M.D.) (Barbara C. Wolf, M.D.)

#### District 10 D. Fintan Garavan, M.D., Ph.D.

Vera V. Volnikh, M.D. (Kelly G. Devers, M.D.) (Susan S. Ignacio, M.D.) (Wayne D. Kurz, M.D.) (Wendy Lavezzi, M.D.) (Ryan D. McCormick, M.D.) (Daissy C. McEnnan, M.D.) (Noel A. Palma, M.D.) (Ashley R. Perkins, D.O.) (Jon R. Thogmartin, M.D.) (Milad Webb, M.D.) (Barbara C. Wolf, M.D.)

District 11 Nicholas Barna, M.D. Alexander Blank, M.D. Jamie Kendrick, M.D. Katherine Kenerson, M.D. Michael Kritselis, M.D. Benjamin Mathis, M.D. Tiffany Sheganoski, M.D. Tuyet Tran, M.D. Mariana Voudouri, M.D. (Michael D. Bell, M.D.) (louri G. Boiko, M.D., Ph.D.) (Manfred Borges, M.D.) (Marcela Chiste, M.D.) (Marta Coburn, M.D.) (Gertrude M. Juste, M.D.) (Rebecca MacDougall, M.D.) (Craig Mallak, M.D.) (Linda R. O'Neil, M.D.) (Marlon S. Osbourne, M.D.) (Stephen Robinson, M.D.) (Stacey A. Simons, M.D.) (Terrill Tops, M.D.) (Lee Marie Tormos, M.D.)

#### District 12

Omar Ansari, M.D. Wilson A. Broussard, M.D. Phoutthasone Thirakul, M.D. Suzanne R. Utley-Bobak, M.D. (Leszek Chrostowski, M.D.) (William F. Hamilton, M.D.) (Stephen J. Nelson, M.D.) (Robert R. Pfalzgraf, M.D.) (Valerie J. Rao, M.D.) (Wendolyn Sneed, M.D.)

District 13 Omar Ansari, M.D. Ryan D. McCormick, M.D. Daissy C. McEnnan, M.D. Paul F. McGowan, D.O. Ashley R. Perkins, D.O. Noah D. Reilly, D.O. Milad Webb, M.D. (Leszek Chrostowski, M.D.) (Thomas M. Coyne, M.D.) (D. Fintan Garavan, M.D., Ph.D.) (Mary K. Mainland, M.D.) (Stephen J. Nelson, M.D.) (Phoutthasone Thirakul, M.D.) (Vera V. Volnikh, M.D.) (Sara H. Zvdowicz, D.O.)

District 14 (Noel R. Agudo, M.D.) (Michael D. Bell, M.D.) (Susan S. Ignacio, M.D.) (Katherine L. Kenerson, M.D.) (Andrea N. Minyard, M.D.) (Mark J. Shuman, M.D.) (Phoutthasone Thirakul M.D.)

#### District 15

Natalia Belova, M.D. Marcela Chiste, M.D. Eric A. Eason, M.D. Marlon S. Osbourne, M.D. Heidi Reinhard, M.D. Terrill Tops, M.D. Lee Marie Tormos, M.D Anthony Vinson, DO (Michael Bell, M.D.) (Kenneth D. Hutchins, M.D.) (Alexis Jelinek, M.D.) (Stacey A. Simons, M.D.) (Mark J. Shuman, M.D.) (Michael Steckbauer, M.D.) (Jon Thogmartin, M.D.)

District 16 (Iouri G. Boiko, M.D. Ph.D.) (Marlon S. Osbourne, M.D.) (Mark J. Shuman, M.D.)

#### District 17

Omar Ansari, M.D. Abigail Alexander, M.D. Iouri G. Boiko, M.D., Ph.D. Alexander Blank, M.D. Yanel De Los Santos, M.D. Frin Fly. M.D. Alexis Jelinek, M.D. Gertrude M. Juste, M.D. Brandon M. Maveal, M.D. Stephen Robinson, M.D. Darin Trelka, M.D., Ph.D. (Natalia Belova, M.D.) (Kenneth Hutchins, M.D.) (Katherine L. Kenerson, M.D.) (Emma O. Lew, M.D.) (Benjamin Mathis, M.D.) (Heidi L. Reinhard, M.D.) (Wendolyn Sneed, M.D.) (Tuvet Tran. M.D.)

#### District 18

John S. Daniel, M.D. Matrina J. Schmidt, M.D. (Patricia A. Aronica, M.D.) (May Jennifer Amolat-Apiado, M.D.) (Raman Baldzizhar, M.D.) (Jacqueline A. Benjamin, M.D.) (Barbara Bollinger, M.D.) (Thomas M. Coyne, M.D.) (Brandon Maveal, M.D.) (Aaron J. Rosen, M.D.) (Adrienne Sauder, M.D.)

#### District 19

Raman Baldzizhar, M.D. Barbara Bollinger, M.D. Stefanie J. Grewe, M.D. Adrienne Sauder, M.D. (Michael D. Bell, M.D.) (Joseph M. Curran, M.D.) (Marie H. Hansen, M.D.) (Gertrude M. Juste, M.D.) (Wendy A. Lavezzi, M.D.) (Rebecca M. MacDougall, M.D.) (Stephen J. Nelson, M.D.) (Joshua D. Stephany, M.D.) (Sajid S. Qaiser, M.D.) (Mark J. Shuman, M.D.) (Vera V. Volnikh, M.D.) (Barbara C. Wolf, M.D.) (Sara H. Zydowicz, D.O.)

#### District 20

Manfred Borges, Jr., M.D. Andrea N. Minyard, M.D. (Michael D. Bell, M.D.) (Rebecca A. Hamilton, M.D.) (Emma O. Lew, M.D.)

#### District 21

Colin D. Appleford, D.O. Noelia Alemar Hernandez, M.D. Sarah C. Thomas, M.D. (Michael D. Bell, M.D.) (Manfred C. Borges, M.D.) (Wilson A. Broussard, Jr., M.D.) (Leszek Chrostowski, M.D.) (Marta U. Coburn, M. D.) (Riazul H. Imami, M.D., Ph.D.) (Katherine L. Kenerson, M.D.) (Rachel A. Lange, M.D.) (Stephen J. Nelson, M.D.) (Valerie J. Rao, M.D.) (Mark J. Shuman, M.D.) (Phoutthasone Thirakul, M.D.) (Vera V. Volnikh, M.D.)

#### District 22

Omar Ansari, M.D. Leszek Chrostowski, M.D. Valerie J. Rao, M.D. (Wilson A. Broussard, Jr., M.D.) (Phoutthasone Thirakul, M.D.) (Suzanne R. Utley-Bobak, M.D.)

#### District 23

Iana Lesnikova, M.D. (James W. Fulcher, M.D.) (Ruth Kohlmeier, M.D.)

#### District 24 ME Services Provided by District 5

District 25 ME Services Provided by District 9





# LAKE AND SEMINOLE COUNTIES' MEDICAL EXAMINER REDISTRICTING REQUEST

Medical Examiners Commission Meeting Orlando Marriott Lake Mary 1501 International Parkway Lake Mary, FL 32746 February 4, 2025





# Purpose

Lake and Seminole Counties jointly and formally request a redistricting of Medical Examiner Districts 5 and 24 to serve their constituents better and to improve the current medical examiner district sizing.

More specifically, it is jointly requested that Lake County be removed from District 5 and reassigned to District 24.





# **Presentation Outline**

- Background
- Current Status
- Proposed Change
- Compliance with Florida Statutes
- Requested Action





# Background

### § 406.05, F.S. Medical examiner districts

The Medical Examiners Commission shall establish medical examiner districts within the state, taking into consideration population, judicial circuits of the state, geographical size of the area of coverage, availability of trained personnel, death rate by both natural and unnatural causes, and similar related factors. No county may be divided in the creation of a district. However, this limitation shall not prohibit cooperative arrangements among the several districts.





# Background - Current Districts

<b>Coverag</b> Florida Medical Exa	
District 1	District 5
Escambia	Citrus
Okaloosa	Hernando
Santa Rosa	Lake
Walton	Marion
District 2 Franklin Gadsden Jefferson Leon	Sumter District 6 Pasco Pinellas
Liberty	District 7
Taylor	Volusia
Wakulla	District 8
District 3 *Covered by Columbia *4 Dixie *8 Hamilton *4 Lafayette *2 Madison *2 Suwannee *2	Alachua Baker Bradford Gilchrist Levy Union
District 4	District 9
Clay	Orange

Duval

Nassau

Sumter **District 6** Pasco Pinellas **District 7** Volusia **District 8** ed by Alachua Baker Bradford Gilchrist Levy Union **District 9** Orange

**District 10** Hardee Highlands Polk

District 12 DeSoto Manatee Sarasota **District 13** Hillsborough **District 14** Bay Calhoun Gulf Holmes

Jackson Washington

District 15 Palm Beach

**District 16** Monroe

**District 17** Broward

District 18 Brevard

**District 11** Miami-Dade

District 19 Indian River Martin Okeechobee St. Lucie

District 20 Collier

**District 21** Glades Hendry Lee

District 22

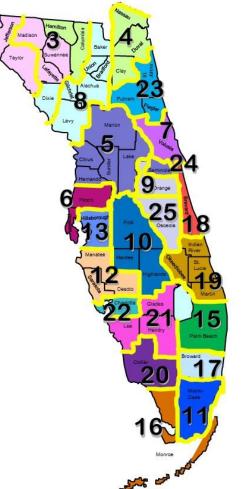
Charlotte

**District 23** Flagler Putnam

St. Johns

District 24 \*Covered by Seminole \*5

District 25 \*Covered by Osceola \*9







# **Current Status**

• District 5 – Citrus, Hernando, Lake, Marion, & Sumter Counties

### • District 24 – Seminole County

- Currently, operates with District 5 under an Interlocal until 9/30/2029.
- Services provided at the Medical Examiner facility located in Lake County at 809
   Pine Street, Leesburg, Florida 32748.
- The funding model is based upon a division of costs by population not services received.
- All counties have one vote on a District Medical Examiner Committee established by the Interlocal Agreement.





# **Current Status**

- Issues
  - The funding model is population-based. Lake and Seminole are subsidizing the services received by the other counties operating under this Interlocal Agreement.
  - Lake and Seminole pay approximately 49% of the cost while receiving 36% of the services.
  - Due to an increase in the need for services, the current facility is not large enough to support the work of all six (6) counties.
  - A new facility location was selected in Summerfield, Marion County.





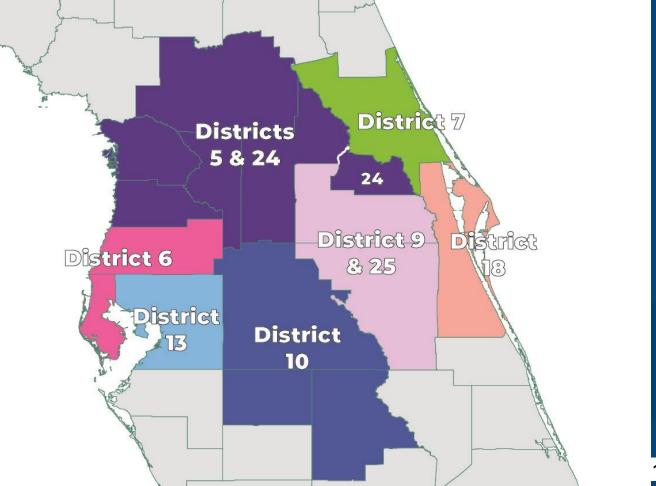
# **Proposed Change**

- It is requested that Lake County be reassigned from the current Medical Examiner District 5 to District 24.
- Lake and Seminole Counties negotiated an Interlocal Agreement for the operation of a new two-county District 24 pending redistricting approval.
- Interlocal Agreement approved by Seminole County Board of County Commissioners on January 14, 2025.
- Interlocal Agreement approved by Lake County Board of County Commissioners on January 21, 2025.





# Proposed Change - Existing District Map

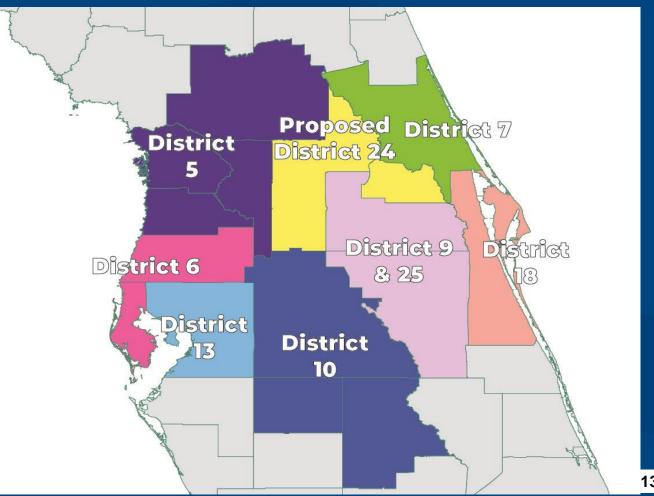






# Proposed Change

- Proposed District Map







# **Proposed Change**

### • Approved Interlocal Agreement Points:

- Use the existing Medical Examiner Facility that is located in Lake County at 809 Pine Street, Leesburg, Florida 32748, as the new District 24 Medical Examiner Facility.
- $\circ$  Seminole agrees to pay Lake half of the building cost to establish joint ownership.
- Each county is to contribute 16% of the annual operating cost during the term of the Agreement into a building improvement fund for building expansion or improvement.
- $\,\circ\,$  Seminole will become the Administrative Coordinator.
- $\circ$  Fee for service cost share model based upon services used by each county vs. population.
- $\,\circ\,$  Any other costs divided equally.





# **Compliance with Florida Statute**

- § 406.05, F.S. outlines the criteria for consideration in establishing medical examiner districts:
  - $\circ$  Population
  - **Judicial Circuits**
  - Geographical Size
  - Availability of Trained Personnel
  - Death Rate (natural and unnatural causes)
  - Similar Related Factors
  - $\odot$  No County may be divided in the creation of a district





# **Statutory Compliance**

• Population

	MEDICAL EXAMINER DISTRICT BY POPULATION				
COUNTY	APR. 2024	CURRENT	CURRENT	PROPOSED	PROPOSED
COUNTY	(EST)	<b>DISTRICT 5</b>	<b>DISTRICT 24</b>	<b>DISTRICT 5</b>	DISTRICT 24
Citrus	166,151	166,151		166,151	
Hernando	210,577	210,577		210,577	
Lake	433,331	433,331			433,331
Marion	419,510	419,510		419,510	
Seminole	493,282		493,282		493,282
Sumter	156,743	156,743		156,743	
	TOTAL	1,386,312	493,282	952,981	926,613

SOURCE https://www.edr.state.fl.us/Content/population-demographics/data/index-floridaproducts.c139





# Statutory Compliance

• Population

#### **CURRENT MEDICAL EXAMINER DISTRICT BY POPULATION**

DISTRICT	POPULATION	DISTRICT	POPULATION
DISTRICT 01	853,875	DISTRICT 14	322,731
DISTRICT 02	443,169	DISTRICT 15	1,545,905
DISTRICT 03	177,610	DISTRICT 16	84,147
DISTRICT 04	1,402,948	DISTRICT 17	1,981,888
DISTRICT 05	1,386,312	DISTRICT 18	653,703
DISTRICT 06	1,604,247	DISTRICT 19	761,858
DISTRICT 07	594,643	DISTRICT 20	408,381
DISTRICT 08	433,995	DISTRICT 21	885,244
DISTRICT 09	1,511,568	DISTRICT 22	210,645
DISTRICT 10	958,082	DISTRICT 23	543,927
DISTRICT 11	2,774,841	DISTRICT 24	493,282
DISTRICT 12	969,870	DISTRICT 25	451,231
DISTRICT 13	1,560,449		

AVERAGE	920,582
PROPOSED DISTRICT 5	952,981
PROPOSED DISTRICT 24	926,613







# **Statutory Compliance**

- Judicial Circuits
  - The majority of Florida Medical Examiner Districts are operating in their same designated Judicial Circuit.
  - Approximately 12% of counties' Medical Examiner Districts are operating outside of their designated Judicial Circuit.
  - Lake and Seminole are neighboring counties; however, are not in the same Judicial Circuit.
  - Seminole has been operating its Medical Examiner services in a District different from its designated Judicial Circuit.
  - The proposed request is considered consistent with the Florida Statute because of its geographic proximity and the comparable operations of other Districts.





# **Statutory Compliance**

• Size

	MEDICAL EXAMINER DISTRICT BY SIZE				
COUNTY	SQUARE MILES	CURRENT DISTRICT 5	CURRENT DISTRICT 24	PROPOSED DISTRICT 5	PROPOSED DISTRICT 24
Citrus	582	582		582	
Hernando	473	473		473	
Lake	938	938			938
Marion	1,584	1,584		1,584	
Seminole	309		309		309
Sumter	547	547		547	
	TOTAL	4,124	309	3,186	1,247





143

# Statutory Compliance

• Size

#### **CURRENT MEDICAL EXAMINER DISTRICT BY SIZE**

DISTRICT	SQUARE MILES	DISTRICT	SQUARE MILES
DISTRICT 01	3,635	DISTRICT 14	3,868
DISTRICT 02	4,801	DISTRICT 15	1,972
DISTRICT 03	3,945	DISTRICT 16	979
DISTRICT 04	2,014	DISTRICT 17	1,207
DISTRICT 05	4,124	DISTRICT 18	1,016
DISTRICT 06	1,021	DISTRICT 19	2,387
DISTRICT 07	1,102	DISTRICT 20	2,002
DISTRICT 08	3,466	DISTRICT 21	2,744
DISTRICT 09	903	DISTRICT 22	680
DISTRICT 10	3,453	DISTRICT 23	1,813
DISTRICT 11	1,893	DISTRICT 24	309
DISTRICT 12	1,936	DISTRICT 25	1,328
DISTRICT 13	1,019		
LARGEST AREA (DI	4,801		
SMALLEST AREA (D	309		
AVERAGE	2,145		
PROPOSED DISTRI	3,186		
PROPOSED DISTRI	1,247		





# **Statutory Compliance**

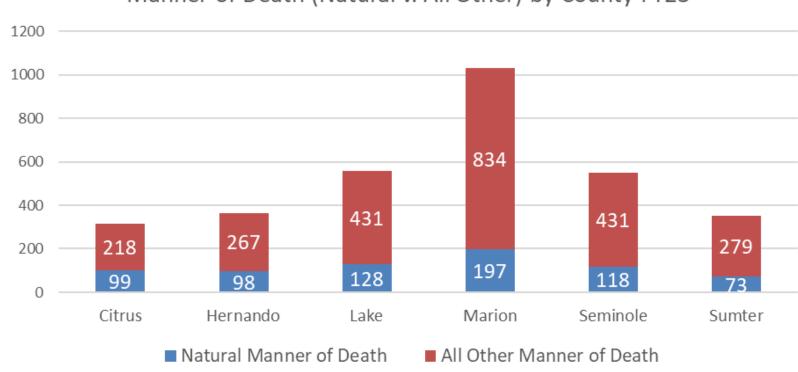
- Availability of Trained Personnel
  - Currently, District 24 partners with District 5 (Marion, Lake, Hernando, Sumter, Citrus) for medical examiner services provided by a private firm: Medicus Forensics, P.A.
  - Preliminary conversations with Medicus Forensics, P.A. has indicated a willingness and ability to continue to provide services for both Districts if the proposed redistricting is approved.
  - Effectively, the current workload of Medicus Forensics, P.A. will remain the same.





• Death Rate

(natural and unnatural causes)



Manner of Death (Natural v. All Other) by County FY23



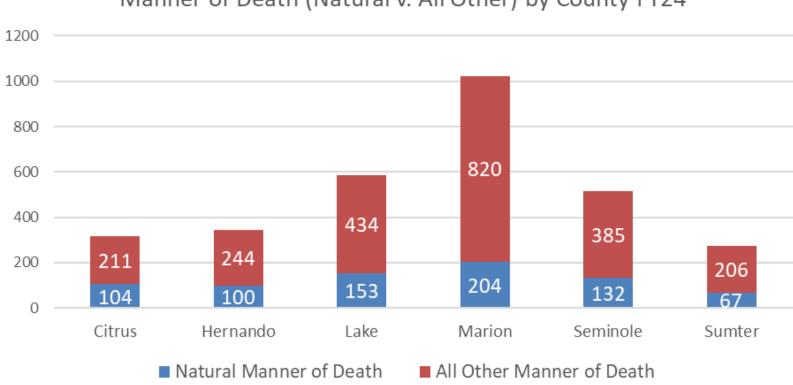


146

## **Statutory Compliance**

• Death Rate

(natural and unnatural causes)



Manner of Death (Natural v. All Other) by County FY24





### • Death Rate FY23

FY 23 TOTAL DEATHS							
COUNTY	TOTAL DEATHS	CURRENT DISTRICT 5 TOTAL DEATHS	CURRENT DISTRICT 24 TOTAL DEATHS	PROPOSED DISTRICT 5 TOTAL DEATHS	PROPOSED DISTRICT 24 TOTAL DEATHS		
Citrus	317	317		317			
Hernando	365	365		365			
Lake	559	559			559		
Marion	1031	1031		1031			
Seminole	549		549		549		
Sumter	352	352		352			
	TOTAL	2,624	549	2,065	1,10 147		





## • Death Rate FY24

FY 24 TOTAL DEATHS							
COUNTY	TOTAL DEATHS	CURRENTCURRENTTOTAL DEATHSDISTRICT 5 TOTALDISTRICT 24DISTRICT 24DEATHSTOTAL DEATHS		PROPOSED DISTRICT 5 TOTAL DEATHS	PROPOSED DISTRICT 24 TOTAL DEATHS		
Citrus	315	315		315			
Hernando	344	344		344			
Lake	587	587			587		
Marion	1024	1024		1024			
Seminole	517		517		517		
Sumter	273	273		273			
	TOTAL	2,543	517	1,956	1,10 14		





### • Natural Death Rate FY23

FY 23 NATURAL DEATHS						
COUNTY	NATURAL DEATHS	% NATURAL	CURRENT DISTRICT 5 NATURAL DEATHS	CURRENT DISTRICT 24 NATURAL DEATHS	PROPOSED DISTRICT 5 NATURAL DEATHS	PROPOSED DISTRICT 24 NATURAL DEATHS
Citrus	99	31%	99		99	
Hernando	98	27%	98		98	
Lake	128	23%	128			128
Marion	197	19%	197		197	
Seminole	118	21%		118		118
Sumter	73	21%	73		73	
		TOTAL	595	118	467	2 <mark>149</mark>





## • Natural Death Rate FY24

FY 24 NATURAL DEATHS						
COUNTY	NATURAL DEATHS		CURRENT DISTRICT 5 NATURAL DEATHS	CURRENT DISTRICT 24 NATURAL DEATHS	PROPOSED DISTRICT 5 NATURAL DEATHS	PROPOSED DISTRICT 24 NATURAL DEATHS
Citrus	104	31%	5 104	<u>,</u>	104	,
Hernando	100	27%	5 100		100	
Lake	153	23%	153	,		153
Marion	204	19%	204	e	204	
Seminole	132	21%	,	132		132
Sumter	67	21%	67		67	
		TOTAL	. 628	3 132	475	
						150





# Summary

- Lake and Seminole Counties have executed an Interlocal Agreement subject to the approval of both the Medical Examiner Commission and the Governor.
- The proposed District change would be consistent with statutory requirements.
- The proposed District would be more conveniently located to better serve the citizens of Lake and Seminole counties.
- The funding model is more appropriate and equitable for each county and its citizens.





## **Requested Action**

Lake and Seminole Counties would like to formally request that the Medical Examiner Commission approve a redistricting of Medical Examiner Districts 5 and 24 to move Lake County from District 5 to District 24 and to recommend approval of said redistricting to the Governor.





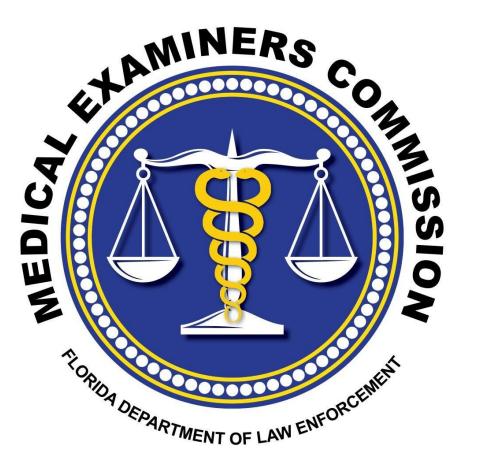
# Thank you



### THE STATE OF FLORIDA

### FATALITY MANAGEMENT RESPONSE PLAN

### of the FLORIDA MEDICAL EXAMINERS COMMISSION



Version <u>67</u>.0 July 19<u>February 4</u>, 202<u>5</u>3

(To supplement the State Comprehensive Emergency Management Plan)

\* These are recommendations from the Medical Examiners Commission staff \*

### TABLE OF CONTENTS

I.	Authority	3
II.	Responsibility	3
III.	Plan Revision History	3
IV.	Introduction	3 3 3
V.	Concept of Operations	5
	A. General	5
	B. Organization	7
	C. Notifications	8
	D. Actions	9
	E. Direction and Control	11
VI.	Responsibilities - Medical Examiner	12
	A. Tracking System	12
	B. Remains Recovery	14
	C. Initial Holding Morgue Operations	14
	D. Pre Processing Transportation and Storage	15
	E. Morgue Operations	15
	F. Post Processing Transportation and Storage	18
	G. Body Release for Final Disposition	18
	H. Victim Information Center Support	19
	I. Records Management (Victim Processing)	20
	J. Records Management (Accounting and Finance)	21
	K. Progress Reports and Public Information	21
VII.	Multiple District Incident Coordination	23
	A. Definition	23
	B. Jurisdiction for Issuance of Death Certificate	23
	C. Coordination of Resources	23
VIII.	Mass Disposition of Human Remains (Rational for Identification before	
	Disposition)	24
	A. Governmental Authority	24
	B. Epidemic Outbreak Myth	24
	C. Identification of Victims Before Disposition	25
IX.	References	26
Х.	Statutory Citations	26
XI.	Medical Examiner Districts	26
XII.	Fatality Management Branch ICS Organization Charts	28
	Command	28
	Recovery Unit	29
	Morgue Unit	30
	Victim Information Center (VIC) Unit	31
	Morgue Identification Center (MIC) Unit	32
	Logistics Group (includes the DPMU or Disaster Portable Morgue Unit)	33

#### I Plan Authority

The Medical Examiners Act, Chapter 406, Part I, Florida Statutes, was enacted by the 1970 Legislature in order to establish minimum and uniform standards of excellence in statewide medical examiner services. The Florida Medical Examiners Commission provides guidance for districts throughout the state pursuant to its charge to initiate cooperative policies with any agency of the state or political subdivision thereof.

Under Chapter 406.11, Florida Statute, specific death scenarios fall under the jurisdiction of the medical examiner. Such scenarios include deaths resulting from accidents, homicides, suicides, and certain natural deaths which could include those constituting a threat to public health. The range of circumstances includes both man-made and natural disasters.

In addition, Chapter 11G, Florida Administrative Code, the rules of the Medical Examiner Commission, also provides specific guidelines and mandates certain procedures that should be considered even when dealing with a disaster.

#### II Plan Responsibility

The Florida Medical Examiners Commission has the responsibility to produce and maintain this State of Florida Fatality Management Response Plan.

#### III Plan Revision History

- Version 1, Adopted at the Medical Examiner's Commission meeting of January 17, 2007
- Version 2, Adopted at the Medical Examiner's Commission meeting of May 21, 2010
- Version 3, Adopted at the Medical Examiner's Commission meeting of May 25, 2012
- Version 4, Adopted at the Medical Examiner's Commission meeting of May 4, 2018
- Version 5, Adopted at the Medical Examiner's Commission meeting of December 20, 2020
- Version 6, Adopted at the Medical Examiner's Commission meeting of July 19, 2023

#### IV Introduction

The focus of this plan is to identify methods through which medical examiners may obtain support assets to accomplish the goals of identifying the deceased and arranging proper final disposition. No attempt is made here to create a one- sizefits-all operational set of procedures, as each district is unique. Rather, it presents major categories of service response that must be adapted to the nature of disasters ranging from naturally occurring events (hurricanes, floods, fires, etc.) to manmade events including delivery of weapons of mass destruction (bomb/blast, chemical, nuclear, or biological). Natural disease outbreaks occurring under normal circumstances (e.g. not terrorist related) do not normally fall under the jurisdiction of the medical examiner. Planning for such outbreaks is covered in the Fatality Management Response Plan

y Management Response Plan Florida Natural Disease Outbreak and the Pandemic Influenza Fatality

Management Response Plan (2008).

Support assets are provided to the medical examiner via the system of a Countylevel Emergency Operations Center's Emergency Support Function 8 (ESF-8) – Health and Medical Services. The purpose of ESF-8 is to coordinate the State's health, medical, and limited social service assets in case of an emergency or disaster situation. This includes adoption of a Catastrophic Incident Response Plan for response to events that create excessive surge capacity issues for prehospital, hospital, outpatient, and mortuary services. The Fatality Management Response Plan addresses mortuary surge capacity issues and methods to respond to and mitigate such issues.

The main rule of thumb for requesting support assets calls for exhausting local assets before requesting state assets. Likewise, state assets need to be exhausted before requesting federal assets.

There are two primary organizations that provide major resources to a medical examiner having to deal with an incident that exceeds the assets of the local government.

The first is the Florida Emergency Mortuary Operations Response System (FEMORS) which is a State of Florida asset that may be requested by the medical examiner when the Governor has issued an Executive Order declaring a state of emergency. It may also be requested in the absence of a declared emergency as evidenced by the Jan 29, 2012 eleven-fatality vehicular crash incident on Interstate-75 in Gainesville.

The second is the federal government's Disaster Mortuary Operational Response Team (DMORT). When a federal declaration has been made concerning a local disaster DMORT's personnel and equipment can be deployed to the disaster site.

The major distinction between the two is that FEMORS can reasonably expect to staff and manage an event for approximately 30 to 40 days. If the activation period is anticipated to require a longer support time, DMORT may be called upon to assist. Any transitional change would be totally seamless since both organizational models are very similar.

FEMORS can assist the medical examiner with an incident assessment within 2-4 hours, and be onsite and operational in 1 to 3 days. DMORT can take several days longer, especially for a no-notice event such as an explosion.

Both teams can provide an incident morgue with all of its ancillary equipment and staffing of various forensic teams within the morgue (i.e. pathology, personal effects, evidence collection, radiology, fingerprint, odontology, anthropology, DNA collection, and embalming). They also may assist in initial scene evaluation, recovery of human remains, collection of missing person information, victim identification, records management, and disposition of human remains.

#### V Concept of Operations

#### A. General

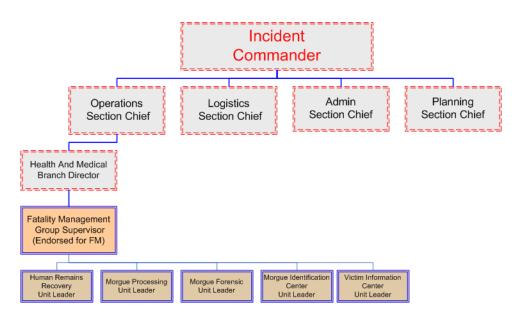
- 1. Mass fatality disasters have the potential to quickly overwhelm the resources of a medical examiner's operation depending on the capacity of the facility and the number of fatalities. Offices that are overwhelmed may seek assistance at local, state and federal levels.
- 2. Disaster situations may range from just a few victims to very high numbers. Additionally, the event may involve one or more of the following complications:
  - a. Biological agent exposure events resulting in infectious or toxic agent contaminated victims,
  - b. Bomb/Blast events resulting in burned and fragmented human remains,
  - c. Chemical exposure events resulting in hazardous material contaminated victims,
  - d. Radiological exposure events resulting in radiation material contaminated victims.
  - e. Transportation accidents resulting in fragmented human remains,
  - f. Weather events resulting in drowning and blunt trauma victims, or
  - g. Natural disease outbreaks.
- 3. These complications can arise regardless of whether the event was an act of nature, a minor or catastrophic accident, a terrorist act, an outbreak of infectious disease, or the intentional release of a weapon of mass destruction.
- 4. Deaths resulting from acts of homicide, suicide, or accident, and those constituting a threat to public health, fall under the jurisdiction of the medical examiner (Chapter 406.11, Florida Statutes). For this reason, the medical examiner assumes custody of any such death to determine the cause of death, document identity, and initiate the death certificate.
- 5. The five primary functions of the Fatality Management mission are:
  - a. Command/Control,
  - b. Recovery,
  - c. Morgue (post mortem processing),
  - d. Victim Information (ante mortem processing), and
  - e. Identification.



 Management of the overall disaster is accomplished using the Incident Command System (ICS) as codified by the National Incident Management System (NIMS). The primary functions of Command, Operations, Planning, Logistics, and Administration/Finance are the foundation of a

#### Version <u>67</u>.0, <del>July 19,</del> 2023February 4, 2025

scalable platform that can expand or contract as the scope of the disaster dictates. Typically, under the Operations Section Chief, there will be a Health and Medical *Branch* Director managing a variety of *Groups* such as Medical Response/EMS, Sheltering, Special Needs, Fatality Management, and others.



- 7. The medical examiner may obtain additional resources by identifying equipment and personnel assets needed to manage the surge of deceased victims and channeling those requests through the local Emergency Operations Center. This would include specialized assets to assist with decontamination of victims of exposure to chemical, radiological, or biological agents.
- 8. Normally the local or State Emergency Operations Center processes such requests through its ESF-8 desk. Except in rare circumstances involving military or certain federal employees, the medical examiner retains control of, and responsibility for, handling the deceased. All assets activated to assist with fatality management operate under the direction of the medical examiner. Once the requested assets arrive, the medical examiner has the responsibility to coordinate, integrate, and manage those assets. (Capstone)
- 9. Resources available for activation may provide personnel experienced in Incident Command System operations capable of augmenting the medical examiner's staff in certain management functions and providing valuable liaison services to Incident Command and the ESF-8 desk.

#### **B.** Organization

#### PRIMARY AGENCY:

Florida Department of Health

#### SUPPORT AGENCIES:

Florida Department of Law Enforcement (FDLE) Florida Medical Examiners Commission (MEC) Florida Emergency Mortuary Operations Response System (FEMORS)

#### FEDERAL AGENCIES:

Department Health and Human Services National Disaster Medical System (NDMS) which provides:

- Disaster Mortuary Operational Response Team (DMORT) and
- Weapons of Mass Destruction (WMD) Team
- Florida's Department of Health is designated as the lead agency for providing health and medical services under ESF-8. The roles of the primary and support agencies are enumerated in the state's Comprehensive Emergency Management Plan, specifically in Appendix VIII: ESF-8 – Public Health and Medical Services.
- 2. When necessary, federal ESF-8 resources will be integrated into the state ESF-8 response structure.
- 3. Local Health Departments and Emergency Operations Centers operate at the county level in each of Florida's 67 counties.
- 4. Medical Examiners operate under a district system whereby they exercise authority for a single county or multiple counties. The 25 districts are covered by 22 medical examiner offices because Districts 2, 4, and 8 cover District 3 (Columbia, Dixie, Hamilton, Lafayette, Madison, and Suwannee counties), District 7 (Volusia county) covers District 24 (Seminole county), and District 9 (Orange county) covers District 25 (Osceola county). (See Section XI – Medical Examiner Districts)
- 5. The Florida Medical Examiners Commission provides oversight for districts throughout the state. In the absence of other reporting procedures, the Commission serves as the information clearinghouse on the status of reported fatalities due to a disaster.
- 6. Regional Domestic Security Task Forces (RDSTF) operate at a regional level with the State divided into 7 regions covering multiple counties each. Each RDSTF Region covers several medical examiner offices (while 5 medical examiner districts are covered by more than one RDSTF Region).

#### Version <u>67</u>.0, <del>July 19,</del> <del>2023</del>February 4, 2025

RDSTFs provide the law enforcement oversight for disasters and incorporate both local and state law enforcement agencies as well as ancillary agencies including fire service, search and rescue, health and medical services, and others. RDSTFs support the emergency management structure established for the disaster. This may be a single county Emergency Operation Center or, in the case of a multi-jurisdictional event, a Joint Emergency Operation Center as well as the State Emergency Operation Center. Close coordination of the medical examiner's role of processing human remains with law enforcement's role of investigating the event and tracking missing person reports is essential throughout the response effort.

7. Florida's Emergency Mortuary Operations Response System (FEMORS) is a team of qualified "reserve" forensic professionals who can be deployed by ESF-8 to supplement the needs of the medical examiner(s) affected by a mass fatality event. FEMORS is a sponsored activity of the University of Florida in collaboration with the Maples Center for Forensic Medicine.

#### C. Notifications

- 1. Medical examiner notification to the local Emergency Operations Center is the first step in obtaining supplemental resources. If not already activated by another method of notification, this action results in contact through the State Warning Point to activate the State Emergency Operations Center.
- 2. Disaster notification to the medical examiner will normally come through routine law enforcement, emergency operations center channels, or news media broadcasts in advance of a request to respond to recover human remains. In rare cases, it is possible that the medical examiner would be the first to recognize a cause of death indicating a potential weapon of mass destruction release. In such an event, the medical examiner would be the one to initiate notification of appropriate authorities.
- 3. During an activation of the State Emergency Operations Center, the primary and support agencies of ESF-8 respond directly to the Emergency Services Branch Chief who reports to the Operations Section Chief (see Chapter 4, Section M of the Basic CEMP).
- 4. State Emergency Operations Center activation of ESF-8 may result in immediate activation of an assessment team from FEMORS (or another fatality management support organization such as DMORT) that can initiate contact to offer assistance to the medical examiner in assessing the scope of the disaster and identifying assets required to process human remains.

#### D. Actions

- Once notification is made of an event with a potential for significant loss of life, a medical examiner should attempt to assess the scope of the event and anticipate levels of additional resources that might be needed. This could include:
  - a. modification of routine workflow within the facility to permit processing and segregation of daily casework from disaster-related victims;
  - b. possible supplemental space and equipment requirements for refrigerated storage;
  - c. temporary staff and supply increases to respond to the surge event; and,
  - d. if the facility has been damaged by the event (e.g., hurricane, flood, etc.), consideration of location for placement of a temporary base of operations either adjacent to, or remote from, the damaged morgue facility.
- 2. Upon notification by a medical examiner of a request for assistance, ESF-8 may notify and activate an assessment team of FEMORS (or another fatality management support organization such as DMORT) to assist the medical examiner in assessing the situation.
  - a. In the event of a known impending event like a hurricane, ESF-8 normally places the fatality management support organization on ALERT for possible activation.
  - b. FEMORS activates its internal notification system to establish a Ready List of members capable of responding if needed.
- 3. FEMORS initiates contact with the medical examiner by telephone, within 4 hours if possible, to ascertain if help is needed or to arrange for an appropriate meeting location.
- 4. Simultaneously, FEMORS initiates its telephone notification process to assemble a list of members capable of responding within 24 hours, if needed.
- 5. If needed, FEMORS assists the medical examiner in planning for:
  - a. special processing complications such as protection from chemical exposure of responders and decontamination of recovered remains prior to transportation to a temporary morgue site, if applicable;
  - b. disaster site management of human remains with regard to recovery, preliminary documentation procedures, and refrigerated storage until transportation can be arranged;
  - c. supplemental or temporary morgue operations either in concert with the existing medical examiner facility or at a remote location;

- d. supplemental refrigerated storage at the morgue both for remains received from the disaster site and for remains processed and awaiting release for disposition;
- e. victim information center operations at a site removed from both the disaster site and the morgue; and
- f. records management and computer networking for managing data generated about missing persons and remains processed.
- 6. The medical examiner, or designee, reports the assessment results back to ESF-8 to specify:
  - a. estimated number of human remains to be processed if possible,
  - b. types and number of personnel and equipment that will be needed,
  - c. staging area(s) for arriving assets, and
  - d. any special safety issues to advise responding personnel.
- 7. ESF-8 documents the medical examiner's requests for equipment assets, types and numbers of support personnel, and staging area instructions.
- 8. As directed by ESF-8, FEMORS contacts and activates the types and number of personnel requested by the medical examiner with instructions on staging areas and planned time of arrival.
- 9. ESF-8 initiates arrangements for travel, if necessary, and accommodations for responding personnel.
- 10. For any equipment requested that is not part of FEMORS response, ESF-8 initiates contact with appropriate vendors to supply equipment such as refrigerated trucks, x-ray machines and processors, etc.
- 11. In the event the resources required for response to the disaster exceed the capabilities of FEMORS, or if decontamination of human remains is needed, ESF-8 initiates contact with appropriate HazMat decontamination teams or the Federal Department of Health and Human Services (HHS) to request the assistance of the Disaster Mortuary Operational Response Team (DMORT) and/or Weapons of Mass Destruction (WMD) Team.

#### E. Direction and Control

- 1. All management decisions regarding response assets and resources are made at the State Emergency Operations Center by the Department of Health Emergency Coordination Officer.
- 2. Management of fatality related operations under the direction of the district medical examiner or designee is coordinated with the field Incident Commander. FEMORS' assets assigned to the medical examiner remain under the medical examiner's direction and may be used in any way to supplement the medical examiner's operations including liaison with the Incident Commander.
- 3. Volunteer groups and individuals may also offer services to assist the medical examiner. Traditionally, this includes forensic pathologists from other districts, forensic anthropologists, and members of various funeral associations and dental societies. Experienced forensic pathologists can be appointed as Associate Medical Examiners pursuant to Chapter 406.06(2), Florida Statutes. Funeral service personnel can be a valuable asset to provide, at a minimum, additional staff to serve as "trackers" to monitor custody and processing steps for each set of remains through the morgue process. Likewise, dental personnel, even if they possess no forensic experience, can assist forensic odontologists in a number of areas.
  - a. Members of FEMORS are provided liability coverage for worker's compensation and professional liability issues by activation as temporary employees of the University of Florida.
  - b. For such volunteers who are not members of FEMORS, the medical examiner should ensure that each volunteer acknowledges a liability waiver for work-related injury and registers in for each period of service.
- 4. Regardless of the source of personnel (in-house, state or federal supplemental, or volunteer) detailed time records must be maintained to document the nature and periods of duty for each and every person assisting during the operation.

#### VI Responsibilities - Medical Examiner

The medical examiner is responsible for managing several operations that target the ultimate goals of identifying the dead, determining the forensic issues related to the cause and manner of death, and returning human remains to families, if possible.

In a disaster situation, in addition to notification, evaluation, and planning, incident specific caseload management consists of coordinating multiple functional areas.

- A. Tracking System Activation
- B. Remains Recovery
- **C.** Holding Morgue Operations
- **D.** Pre-Processing Transportation and Storage
- **E.** Morgue Operations
- F. Post-Processing Transportation and Storage
- **G.** Body Release for Final Disposition
- H. Victim information Center Support
- I. Records Management (Victim Processing)
- J. Records Management (Accounting and Finance)
- K. Progress Reports and Public Information

#### A. Tracking System

When implementing a tracking system for recovery, the medical examiner should consider where remains are found, how fragmented portions are tracked, how case numbers are correlated, and how ante-mortem data (obtained from family members) can be cross referenced with other case numbers assigned to recovered remains. The tracking system should include a means for distinguishing disaster cases from other caseloads, it should also enable the cross sharing of data between several operational areas, such as, the morgue, the Victim Information Center, the incident site, or any location where case data is entered. (Capstone) Each set of remains processed will generate numerous items that need to be tracked by computer such as photographs, personal effects, tissue samples, etc.

Whether FEMORS, DMORT or another fatality management support organization is activated to assist the medical examiner, a Victim Identification Program (VIP) or similar database can be used to track and search for potential matching indicators. VIP stores known victim information provided by families at the Victim Information Center and data generated in processing the remains in the morgue. Likewise, both assets utilize a dental matching program called WinID to compare ante mortem dental records with post mortem dental data obtained during the processing effort. An accurate and reliable numbering system for all human remains (especially fragmented human remains) is crucial to an effective mission. The system must conform to the needs of the local medical examiner as well as be sufficient for proper evidence tracking. *In the absence of an established medical examiner system* the following guidelines may be employed, in part or in whole as deemed necessary by the medical examiner. There are several places where the numbering system must be carefully managed.

- 1. Field or Disaster Site The numbering system starts in the field.
  - a. It should always be consecutive and non-repeating. A simple system is preferred (e.g., Bag 1, Bag 2, Bag 3, etc.).
  - b. Prefixes MAY be used to clarify where they were found (e.g. F-1 for floating remains in the water, S-1 for submerged remains, Grid B-3, etc.). This is particularly important when remains are recovered simultaneously from multiple sites.
  - c. In the field, all individual remains must be given their own number.
  - d. If remains are not connected by clothing or tissue, they must be packaged separately and assigned different numbers.
- 2. Morgue Operations
  - a. Often it is preferable to assign the unique Morgue Reference Number (MRN) once remains are received at the incident morgue. Although tracking starts at the point of recovery, it is better if an official case number is assigned at the location where remains are actually processed rather than at the recovery point(s), because co-mingled fragmentary remains may need to be separated and treated as multiple cases, versus one case.
  - b. If appropriate, the MRN and suffixes may be used to further identify multiple items related to the same MRN.
    - Because of the way computers store and retrieve data, it is important to include the leading zero for numbers 01 through 09.
    - Summary of possible case numbering suffixes that may be applied (including the leading zero for numbers 01 through 09):
      - DM01 Digital Media
      - DP01 Digital Photos
      - PE01 Personal Effects
      - BX01 Body X-rays
      - FP01 Finger Prints
      - DX01 Dental X-rays
      - DN01 DNA Specimens (post mortem)
      - DB01 DNA Family Samples (Buccal swabs)
      - DR01 DNA Reference Specimens (known victim DNA)
- 3. Identified Remains Case Number Conventions
  - a. For death certificate purposes, each death requires one medical examiner case number.

- b. The medical examiner may elect to enter identified remains in the district's existing computerized case file management system for that office after one or more MRN case files have been matched to a Reported Missing (RM) case file. Thus, a "Medical Examiner Case Number" may be issued.
  - Cross reference notes should be made to indicate which Reported Missing (RM) case and MRN case(s) are associated with the master case number.
  - Multiple MRN cases may be matched by dental or DNA identification to one individual.
- c. The medical examiner may elect to use the first MRN identified with a particular Reported Missing (RM) as the PRIMARY number.
  - Additional MRN cases identified as the same individual may be cross-referenced to the primary MRN for tracking purposes.
  - Logs of MRN numbers should be updated to reflect the primary and secondary links for tracking purposes.

#### **B.** Remains Recovery

Management of mass fatality disasters begins at the scene. The medical examiner's accurate determination of the cause and manner of death, documentation of a victim's identity, and return of remains to families is dependent on the quality of the recovery effort. With the exception of obvious weather caused events, disaster sites should be considered and treated as crime scenes from the outset. The nature of the disaster site will dictate how the medical examiner coordinates with law enforcement and fire service personnel to locate, document, store, and transport victim remains.

If the site involves any form of hazardous contamination it may be necessary to form a multidisciplinary team to evaluate the incident. The team should include:

- 1. HazMat, and any other relevant agencies (check required level of PPE),
- 2. death investigation personnel, and
- 3. law enforcement.

In the event of a disaster involving contaminated human remains, it may be necessary to request activation of the National Guard CBRNE teams, the local HazMat teams, or a similar asset capable of decontaminating the remains before they are admitted to the morgue for processing.

#### C. Initial Holding Morgue Operations

Once remains have been recovered at the disaster site, an initial physical examination by medical examiner, law enforcement, or other appropriate personnel may be necessary at the scene prior to a more extensive external and internal examination at the morgue.

- 1. At the very least, remains must be documented for tracking purposes as they are recovered and placed in a transportation staging area.
- 2. In some circumstances, personnel may need to gather evidence, and document, remove, and track personal effects before remains are transferred for autopsy or identification.
- 3. In other cases involving contamination, remains may need to be decontaminated before they are transported to the morgue. Because the set up for a decontamination unit may take 48-72 hours to become fully operational, refrigerated storage of remains at the incident site may become necessary.
- 4. The type of disaster will determine the extent of the initial holding/incident morgue operation.

#### D. Pre-Processing Transportation and Storage

The number of fatalities may necessitate the expansion of the medical examiner's transportation, storage, and morgue systems.

- 1. To expand their storage capabilities, medical examiners may need to incorporate the use of supplemental refrigeration (such as refrigerated units).
- 2. Where possible, electric power should be utilized to run the refrigerated units instead of diesel power which creates highly toxic exhaust fumes.
- 3. The use of mobile refrigerated units for temporary staging storage at the disaster site can also be used to transport remains to a high capacity medical examiner facility (even if outside the district).
- 4. Another option is to cool a suitable storage area to below 40° F with an industrial air conditioning unit.
- 5. Remains delivered from the incident site must be kept segregated from remains already processed.
- 6. During the transporting and storing process, human remains should not be stacked upon one another. They may be stored on shelving units (if available) provided there is a means for the safe lifting of those remains above waist level height.

#### E. Morgue Operations

Morgue case flow during disaster operations requires planning of multiple issues including location of processing areas, flow through the morgue and tracking, initial routine processing/triage, and autopsy.

1. Location

The medical examiner must determine if remains should be processed at the medical examiner office in the district in which the deaths occurred, within the district at another location, or at the nearest high capacity medical examiner facility. Such a decision is based on the magnitude of the incident, the rate of recovery of remains, the potential for the medical examiner headquarters to become a target of attack, and if the district medical examiner office has enough space to accommodate the additional caseload.

- 2. Morgue Stations
  - a. Unlike routine casework where human remains are processed at one station, in a mass fatality incident remains are often processed in a multiple-station system. Generally, a well-organized morgue operation entails: intake/admitting, triage, photography, evidence, personal effects, pathology/toxicology, radiology, fingerprinting, odontology, anthropology, and DNA sampling.
  - b. Extensive guidance on the function and operation of each morgue station is provided in the FEMORS Field Operation Guide (FOG).
- 3. Autopsy and External Evaluations
  - a. For large numbers of fatalities, it may not be feasible to consider performing a complete autopsy on all remains. Although the medical examiner must determine which cases require an autopsy, he/she should think about discussing his/her intentions with the lead law enforcement agency and the Department of Health, since each of these agencies has its own specific requirements for identifying autopsies to support the overall investigation. (Capstone)
  - b. While a complete autopsy of every victim may be the desired goal, in the face of significant numbers of victims the medical examiner may need to seek authorization to apply professional discretion to autopsy only appropriate sample cases. Such authorization may be requested pursuant to a disaster declaration or Governor's Executive Order covering the state of emergency.
- 4. Documentation of Processing
  - a. In addition to assessment of anatomic findings (pathology/toxicology reports) to support a determination of cause of death, processing provides the only opportunity to preserve information needed to establish positive identification of the remains.
  - b. Processing of each case includes photography, collection of evidence, and/or personal effects. Properly documented "chain of custody" is essential for all such processing.
  - c. Personal effects may prove crucial in establishing presumptive identifications that may lead to positive identifications through accepted protocols. Even DNA may be obtained from some personal effects bearing biological material. For that reason, a DNA specialist should be consulted before personal effects are cleaned for photographing, cataloging, and returning to families. Personal effects should always be treated with potential identification in mind.
  - d. Standardized processing forms available in the Victim Identification Program (VIP) type databases may be used to create a record of all processing efforts.

- e. Data entry of post mortem processing information is valuable for making the information searchable for clues to matching it with victim ante mortem information provided by families.
- 5. Radiological (X-Ray) Processing
  - a. Specialists with experience in the use of x-ray should be used to process remains.
  - b. Comprehensive x-ray documentation is made of appropriate cases to identify commingled remains, artifacts (jewelry, evidence, etc.) imbedded in human tissue, and evidence of ante mortem skeletal injury, surgeries, or anomalies.
  - c. Such features may aid in identification by correlation with ante mortem medical records.
- 6. Fingerprint Processing
  - a. Specialists with experience in recognizing and preserving ridge detail for finger, palm, and footprints should be used to process remains.
  - b. Preserved ridge detail records may be compared to ante mortem print records supplied by families or other agencies to establish identification of the victim.
- 7. Dental Processing
  - a. Specialists with experience in recognizing dental structures and recording by means of x-ray and charting should be used to process remains.
  - b. Standardized processing forms available in the dental identification program (WinID) may be used to compare with ante mortem dental records supplied by families or other agencies to establish identification of the victim.
- 8. Anthropology Processing
  - a. Specialists with experience in recognizing skeletal structures and recording by means of x-ray and charting, should be used to process remains.
  - b. Comprehensive documentation is made of human skeletal and other fragmentary remains including assessment of bone, bone portion, side, chronological age, sex, stature, ancestral affiliation, ante-mortem trauma, and pathological conditions.
  - c. Such features may aid in identification by correlation with ante mortem medical records
- 9. DNA Processing
  - a. Human remains that lack typical identifying features (tissues without fingerprint, dental, or anthropological material) can often be identified through DNA. For this reason, morgue processing should include a station to obtain and preserve a specimen for DNA testing from each case processed.

- b. DNA specialists should be consulted or even incorporated into the morgue station to ensure proper sampling procedures, prevent cross contamination, and ensure the best possible specimen is collected.
- c. Laboratory testing of DNA specimens will need to be coordinated taking into account the:
- selection of the most appropriate specimen for testing,
- o number of specimens to be tested,
- capacity of the laboratory to perform the testing, and
  - standardization of test results for comparison with DNA testing of ante mortem reference materials collected through the Victim Information Center or other agencies.
- d. DNA Sections of the Florida Department of Law Enforcement's Crime Laboratory System may be called upon to assist with managing such issues.

#### F. Post-Processing Transportation and Storage

Until the final disposition of remains is known, the medical examiner cannot determine to what extent this phase of the operation must function; for instance, when remains are going to be returned to family members, personnel may only need to establish a holding area for funeral directors to retrieve remains (Capstone). Storage areas should be segregated for coding of location by *Unidentified* remains and *Identified* remains. Unidentified remains may be returned to the morgue multiple times for additional processing as needed.

Law enforcement may require that the remains be retained or partially retained for evidentiary purposes, thus the medical examiner may need to further enhance the morgue's storage capacity.

#### G. Body Release for Final Disposition

When processing has been completed, final disposition normally involves burial or cremation at the family's request. Aside from the question of mass disposition (see Section VIII - Mass Disposition of Human Remains) a variety of tasks must be accomplished to authorize release of the human remains to a funeral service provider of the family's choice.

- 1. Once remains have been identified and are ready for release, the medical examiner certifies the cause and manner of death on the death certificate.
- 2. Typically, medical examiner staff notifies the funeral home selected by the family. The funeral service provider responds to transport the remains and complete filing of the death certificate under procedures established by the Bureau of Vital Statistics.
- 3. Medical examiner staff and/or other involved agencies should confer with families and obtain documentation of the family wishes regarding notification when additional fragmentary remains are identified. Some

families desire to be notified of every identified fragment while others have reached closure and do not desire to be notified at all.

- 4. Provisions may be made for how unclaimed and unidentified remains will be memorialized or disposed of at the conclusion of the processing effort. This is often done in concert with the Incident Command management team and governmental officials.
- 5. Exceptions to release exist for remains that could not be decontaminated to a safe level. Emergency management powers of the Governor may need to be invoked to suspend routine regulations regarding the disposition of human remains and grant the Department of Health quarantine and human remains disposition powers including state sponsored burial or cremation in accordance with Chapter 381.0011(6), Florida Statutes.
- 6. In disaster situations where there are no remains to recover for identification, or where scientific efforts to establish identity fail, the appropriate legal authority in accordance with Chapter 382.012, Florida Statutes may order a presumptive death certificate.

#### H. Victim Information Center Support

Emergency management agencies should be prepared to mobilize the appropriate resources to establish a missing persons Victim Information Center (VIC) in conjunction with the management of an incident with mass fatalities. This may be part of a joint family assistance center established by Incident Command for multiple service organizations. Nonetheless, staffing for the purpose of interviewing families for information essential to identification requires consultation with forensically trained specialists. The fatality management support organization will have experience and operating procedures for establishment of a VIC. The efforts of personnel at the VIC shall be coordinated with the involved law enforcement agency's missing persons investigators if applicable.

- 1. Interviewing of family and friends of the disaster victim provides an opportunity to obtain vital information that may lead to a positive identification of the victim. In addition to basic physical description and names of treating physicians or dentists, interviews may reveal unique features such as tattoos, piercing, jewelry, etc.
  - a. Standardized questionnaire forms are available in the Victim Identification Program (VIP).
  - b. Interviewers should be limited to personnel specially trained in dealing with grieving individuals such as:
  - o law enforcement agents,
  - o medical examiner investigators,
  - o social workers,
  - funeral service personnel, or
    - Victim Information Center specialists who have been trained in conducting interviews and using the VIP protocols.

#### 2. DNA Collection

- a. Family reference samples and personal effects of the victim containing biological material may provide the only method by which processed victim remains can be identified.
- b. DNA specialists should be incorporated into or consulted on the VIC interview process to ensure proper collection procedures, prevent cross contamination, and ensure the best possible specimens are collected for subsequent laboratory testing.

#### I. Records Management (Victim Processing)

- 1. Segregation of disaster records from the normal office records is recommended.
- 2. All ante and post mortem information and records should be handled as evidence. The chain of custody of records must be maintained via sign-out and sign-in logs. Records management personnel must be able to account for all received information/records, whether they are in the direct possession of the records management section or checked out to an authorized individual.
- 3. Four major file categories should be maintained:
  - a. <u>Unidentified Remains</u> case files in morgue reference number (MRN) order and containing:
  - Processing paperwork,
  - Printouts of digital photos,
  - CD or other storage media copy of all photos taken,
  - Printouts of digital dental x-rays,
  - CD or other storage media copy of all digital dental x-rays taken,
  - Printouts of digital body x-rays,
  - CD or other storage media copy of all digital body x-rays taken,
  - Personal effects inventory.
  - b. <u>Reported Missing Person Reports</u> (RM) case files in Last Name alphabetical order and containing:
    - Printed VIP interview form along with original hand completed forms,
  - Other police missing person reports submitted,
  - Medical ante mortem records or body x-rays submitted,
  - Fingerprint records,
  - Dental ante mortem records including x-rays, and
  - Notes of contacts for information gathering.
  - c. <u>Identified Remains</u> Medical examiner determines which master number to use and merges into one file all related materials:
  - RM ante mortem reporting forms,
  - Ante mortem medical records,
    - Morgue reference number (MRN) folders (these may be multiple if DNA associates parts),

- Dental records (ante and post mortem),
- Morgue Photographs,
- o DNA submission documents,
- Body X-Ray identification (ante and post mortem),
- Fingerprints and comparisons made, and
- Remains release and funeral home documentation.
- d. <u>Court Issued Presumptive Death Certificates</u> and related documents (if applicable):
- Affidavits and supporting documents,
- Court order,
- Copy of presumptive death certificate issued,
- Record of transmittal of death certificate to Vital stats:
  - May require funeral director involvement,
  - May require family authorization for funeral home to handle,
  - Vital Stats coordination required.
  - If subsequently identified, an amended death certificate may be issued and all this material is moved to the Identified Remains file.

#### J. Records Management (Accounting and Finance)

- 1. Expenses incurred by a medical examiner in response to a disaster may be reimbursable depending on the nature of the disaster and whether a disaster declaration was issued at the state or federal level.
- 2. Expenses may include both personnel overtime and purchases of equipment and supplies when requested through and approved by the Emergency Operations Center process.
  - a. Expenses incurred outside of the Emergency Operations Center process may not be reimbursable.
- 3. Extensive documentation of labor time (especially overtime) and purchases will be needed to seek reimbursement including:
  - a. daily attendance rosters and time worked logs,
  - b. mission number assignment from Emergency Operations Center or designee,
  - c. purchasing and tracking of materials.

#### K. Progress Reports and Public Information

- 1. From the onset, demands for estimates of the number of victims, the number identified, and names of the missing arise from many sources.
- 2. Chief among these are the Incident Commander, the Emergency Operations Center, and the Medical Examiners Commission.
  - a. Early estimates contribute to the planning assumptions and provide a means to assess additional resources that may be needed.
  - b. Periodic and later updates allow for fine tuning the response effort and determining the eventual demobilization strategy.

#### Fatality Management Response Plan

- c. Daily reporting to the Medical Examiners Commission during a disaster event involves reporting all confirmed disaster-related deaths to include ME case #, age, race, sex, and a brief synopsis, and an indication of whether the case is a directly or indirectly related disaster death. This list becomes the official list as managed by the State Emergency Operations Center.
- d. The U.S. Department of Health, National Vital Statistics System reference guide for certification of disaster-related deaths defines directly and indirectly related deaths as follows:
  - A directly related death is defined as a death directly attributable to the forces of the disaster or by the direct consequence of these forces, such as structural collapse, flying debris, or radiation exposure.
  - An indirectly related death occurs when the unsafe or unhealthy conditions present during any phase of the disaster (i.e., pre-event or preparations, during the actual occurrence, or post-event during cleanup after a disaster) contribute to the death.

- <del>6.</del>
- 3. Normally, the Incident Commander will arrange for an official Information Officer to provide updates to the media.
- 4. Medical examiner staff should be assigned as liaison with Incident Command staff to coordinate distribution of information relating to victims and progress of the response effort. Special care is needed to inform waiting family members of developments before information is released to the general media.
- 5. Potential types of medical examiner information that may be requested frequently, even daily, include:
  - a. total number of victims,
  - b. names of identified victims,
  - c. method of identification,
  - d. names and number of missing person reports,
  - e. staffing levels and assistance provided, and
  - f. estimate of time to complete identifications.

#### VII Multiple District Incident Coordination

#### A. Definition of Multiple District Incident

A mass fatality incident in which decedents are recovered from geographic locations crossing medical examiner district boundaries.

#### **B.** Jurisdiction for Issuance of Death Certificate

The district covering the county of death (or where the remains are found) determines which medical examiner signs the death certificate and records the official medical examiner case number (thus affecting year-end statistical reporting).

#### C. Coordination of Resources

This is a mutual agreement situation and rests upon the willingness of all involved medical examiners to make prudent, team-focused decisions to provide for the best way to serve law enforcement investigative needs as well as the needs of families involved.

If the desire is to have single processing center for both post mortem examination (morgue) and ante mortem collection (victim information call center) when multiple medical examiner districts are involved in a single event, all of the medical examiners impacted would need to meet and agree on:

- 1. Central incident morgue and victim information call center locations.
  - a. Governor's Declaration of Emergency or Executive Order authorizes the use of the State's assets including FEMORS and its cache of equipment to establish a portable morgue and/or victim information call center.
  - b. Alternatively, each county would have to provide (i.e., pay for) the people and equipment needed for response to and management of a surge of deaths in that county.
- 2. A single medical examiner or designee is to serve as the Fatality Management Lead for that incident.
  - a. This person is "in charge" of the overall fatality management operation (victim recovery, morgue operations, collection of ante mortem data, identification of the dead, and release for final disposition) and will adapt to the needs of all affected medical examiners for any variation in processing decisions.
- 3. Cross appointment of pathologists as Associate Medical Examiners as provided for in Chapter 406.06(2), Florida Statutes.
- 4. Procedures to ensure that death certificates are filed in the appropriate county of death.

### VIII Mass Disposition of Human Remains (Rational for Identification before Disposition)

#### A. Governmental Authority

Under the emergency management powers of the Governor and pursuant to the authority vested under paragraph (a) of Chapter 252.36, Florida Statutes, the Governor may direct the Florida Department of Health to take certain actions to suspend routine regulations regarding the disposition of human remains. These actions may include directions for disposition of both identified and/or unidentified remains. Disposition of unidentified remains would follow the collection items that are useful in the identification process: photographs, fingerprints, dental and somatic radiographs, and DNA.

#### B. Epidemic Outbreak Myth

Often a principle reason proffered for taking the mass disposition course of action is based upon a fear of the outbreak of disease from human remains. Wellintentioned, but scientifically uninformed, decision makers often initiate the process as a natural aversion to the physical unpleasantness of the effects of decaying human remains and a fear that an epidemic of disease will break out.

A scientific review of past catastrophic disasters (PAHO, 2004) demonstrates that the risk of epidemic disease transmission from human remains is negligible. Unless the affected population was already experiencing a disease suitable for epidemic development, the catastrophic event cannot create such a situation. Most disaster victims die from traumatic events and not from pre-existing disease.

Disease transmission requires first, a contagious agent, second, a method of transmission, and third, a susceptible population to infect.

- Typical pathogens in the human body normally die off when the host dies, although not immediately. In the absence of the first requirement, therefore, risk of transmission is no greater than that for routine handling of human remains.
- Water supplies contaminated with decaying human remains can serve as a method of transmission of illnesses, particularly gastroenteritis, but a non-breathing body presents minimal transmissibility.
- With the use of universal precautions for bloodborne pathogens, under regulations of the Occupational Safety and Health Administration (OSHA), responders so equipped do not present a susceptible population to infect. Even the local population will usually avoid a water supply contaminated with human remains and use sheets or body bags to envelop decaying human remains.

#### C. Identification of Victims before Disposition

Traditional funeral practices include a variety of procedures designed to assist survivors of all religious practices or belief systems with the grieving process. Identification of the victim, however, is the first step in that process.

Government-ordered disposition by mass burial or cremation of unidentified victims creates numerous, and often unnecessary, complications for survivors. In addition to a delay in completing the grieving process, survivors face challenges settling legal affairs, determining rights of property ownership, and managing the welfare of the victim's offspring.

Both the World Health Organization (WHO) and the Pan American Health Organization (PAHO) advocate for the identification of all disaster victims before final disposition, regardless of number of victims. In order to accomplish this in Florida, when faced with thousands of fatalities, extraordinary refrigeration resources will be required using the basic guidelines in Section VI (D) above. With adequate refrigeration capacity, supplemental morgue facilities, and sufficient forensic personnel to process human remains, identifying information from each set of remains can be secured before mass burial is contemplated as a last resort.

If the disaster results in several hundred or thousands of victims, "temporary interment" may be an appropriate course of action. The expectation is that each victim will be retrieved later, as time permits, for full documentation, identification, and release to appropriate family's choice of funeral service provider.

Temporary interment involves several expedient steps:

- Altered standard of forensic processing is limited to pre-interment:
  - Photographs
  - Fingerprints
  - DNA specimens
  - Body tag made of metal or impervious material and use of the indelible marking of reference number(s).
- Placement of each set of remains in a heavy-duty disaster body bag affixed with
  - Exterior duplicate bag tag made of metal or impervious material and use of indelible marking of reference number(s).
  - Long (e.g., six feet) wire leader with a third, duplicate bag tag.
- Placement of bagged victims in prepared designated sites (as determined by local authorities).
  - Victims may be placed in rows with the long wires placed out to one end.
  - Sand or other fill material is placed over the victims to a depth determined by local authorities.
  - The six-foot long wires and impervious bag tags are kept above the sand so that individual victims may be retrieved as needed (i.e., if later identified by fingerprints, DNA or other means.)
    - Durability and legibility of the tag is critical because such tags may be exposed to extreme sunlight and weathering until retrieval can take place.

#### IX References (Available through the reference library at <u>www.FEMORS.org</u>.)

- "Mass Fatality Management for Incidents Involving Weapons of Mass Destruction" a draft capstone document (originally due for release September 2004) developed by the Department of Defense U.S. Army Soldier and Biological Chemical Command (SBCCOM), Improved Response Program (IRP), (cited throughout as "Capstone").
- 2. Florida Comprehensive Emergency Management Plan February, 2020, (https:// www.floridadisaster.org/globalassets/cemp/2020-cemp/2020-state-cemp.pdf)
- CEMP Appendix VIII Emergency Support Function 8 Health and Medical Services (https://www.floridadisaster.org/globalassets/cemp/2020-cemp/2020state-cemp.pdf)
- 4. FEMORS FOG Field Operations Guide, at https://femors.org/downloads/
- 5. Morgan O. "Infectious disease risks from dead bodies following natural disasters." Rev Panam Salud Publica. 2004;15(5):307–12.
- 6. Florida Natural Disease Outbreak and the Pandemic Influenza Fatality Management Response Plan, (2008).

#### X Statutory Citations

- 1. Chapter 252.36, Florida Statutes, Emergency Management Powers of the Governor
- 2. Chapter 380.0011(6), Florida Statutes, Duties and Powers of the Department of Health
- 3. Chapter 382.012, Florida Statutes, Presumptive death certificate
- 4. Chapter 406, Florida Statutes, Medical Examiners; Disposition of Dead Bodies, Examinations, Investigations, and Autopsies

#### XI Medical Examiner Districts

<u>Distric</u>	<u>Address</u>	City	Office Phone
1	5151 North 9th Avenue	Pensacola 32504	(850) 416-7200
2	560 Leonard Gray Way	Tallahassee 32304	(850) 606-6600
3	Dixie Co. Service by District 8		
	Lafayette, Madison, & Suwanne	е	
	counties Service by District 2		
	Columbia & Hamilton counties		
	Service by District 4		
4	2100 Jefferson Street	Jacksonville 32206	(904) 255-4000
5	809 Pine Street	Leesburg 34748	(352) 326-5961
6	10900 Ulmerton Road	Largo 33778	(727) 582-6800
7	1360 Indian Lake Road	Daytona Beach 32124	(386) 258-4060
8	3217 SW 47th Ave	Gainesville 32608	(352) 627-2217
9	2350 East Michigan Street	Orlando 32806	(407) 836-9400
10	1021 Jim Keene Boulevard	Winter Haven 33880	(863) 298-4600
11	Number One on Bob Hope Rd	Miami 33136	(305) 545-2400

<u>Distric</u>	t <u>Address</u>	<u>City</u>	Office Phone
12	2001 Siesta Drive, Suite 302	Sarasota 34239	(941) 361-6909
13	11025 North 46th Street	Tampa 33617	(813) 914-4500
14	3737 Frankford Avenue	Panama City 32405	(850) 747-5740
15	3126 Gun Club Road	West Palm Beach 33406	(561) 688-4575
16	56639 Overseas Highway	Marathon 33050	(305) 743-9011
17	5301 S.W. 31st Avenue	Ft. Lauderdale 33312	(954) 357-5200
18	1750 Cedar Street	Rockledge 32955	(321) 633-1981
19	2500 South 35th Street	Ft. Pierce 34981	(772) 464-7378
20	3838 Domestic Avenue	Naples 34104	(239) 434-5020
21	70 South Danley Drive	Ft. Myers 33907	(239) 533-6339
22	18130 Paulson Drive	Port Charlotte 33954	(941) 625-1111
23	4501 Avenue A	St. Augustine 32095	(904) 209-0820

District Jurisdiction

24

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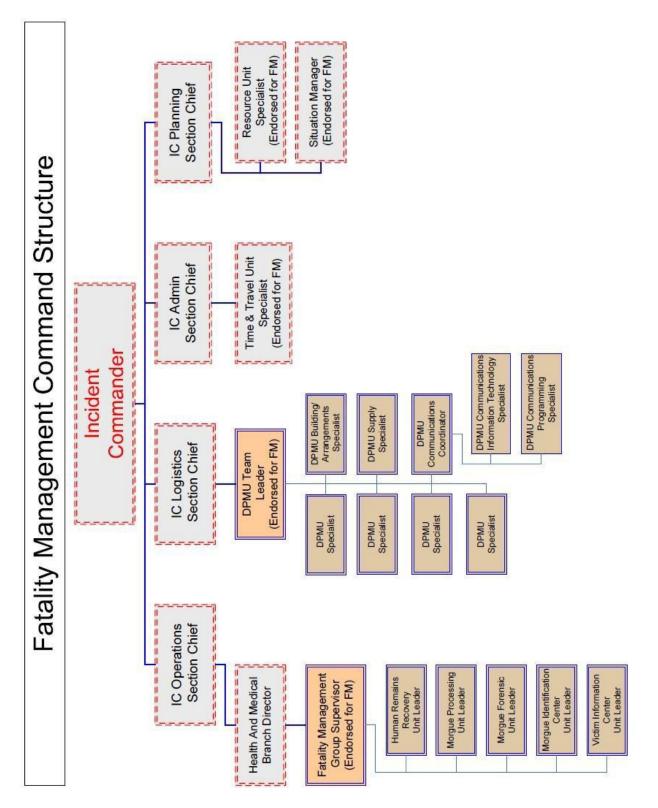
1 Escambia, Okaloosa, Santa Rosa, and Walton counties

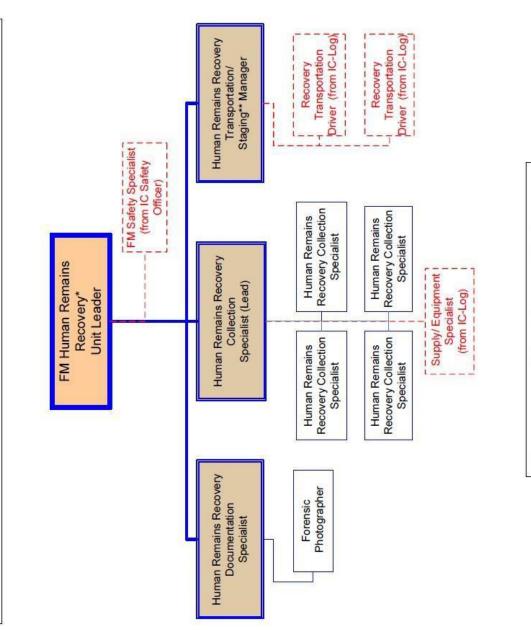
Services provided by District 5 Services provided by District 9

- 2 Franklin, Gadsden, Jefferson, Leon, Liberty, Taylor, and Wakulla counties
- 3 Columbia, Dixie, Hamilton, Lafayette, Madison, and Suwannee counties
- 4 Clay, Duval, and Nassau counties
- 5 Citrus, Hernando, Lake, Marion, and Sumter counties
- 6 Pasco and Pinellas counties
- 7 Volusia County
- 8 Alachua, Baker, Bradford, Gilchrist, Levy, and Union counties
- 9 Orange County
- 10 Hardee, Highlands, and Polk counties
- 11 Miami-Dade County
- 12 DeSoto, Manatee, and Sarasota counties
- 13 Hillsborough County
- 14 Bay, Calhoun, Gulf, Holmes, Jackson, and Washington counties
- 15 Palm Beach County
- 16 Monroe County
- 17 Broward County
- 18 Brevard County
- 19 Indian River, Martin, Okeechobee, and St. Lucie counties
- 20 Collier County
- 21 Glades, Hendry, and Lee counties
- 22 Charlotte County
- 23 Flagler, Putnam, and St. Johns counties
- 24 Seminole County
- 25 Osceola County

#### XII Fatality Management ICS Organization Charts

(Dotted lines indicate positions supplied by the overall Incident Command)



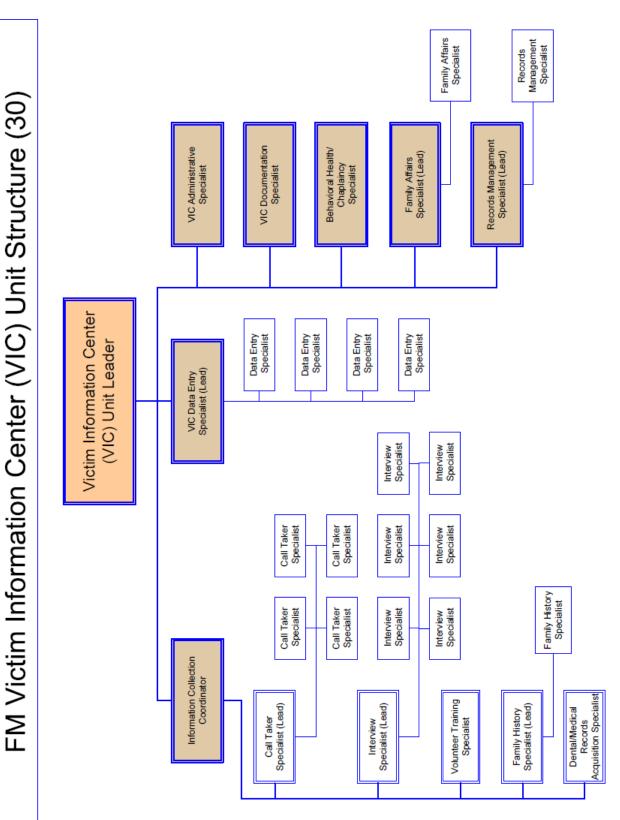


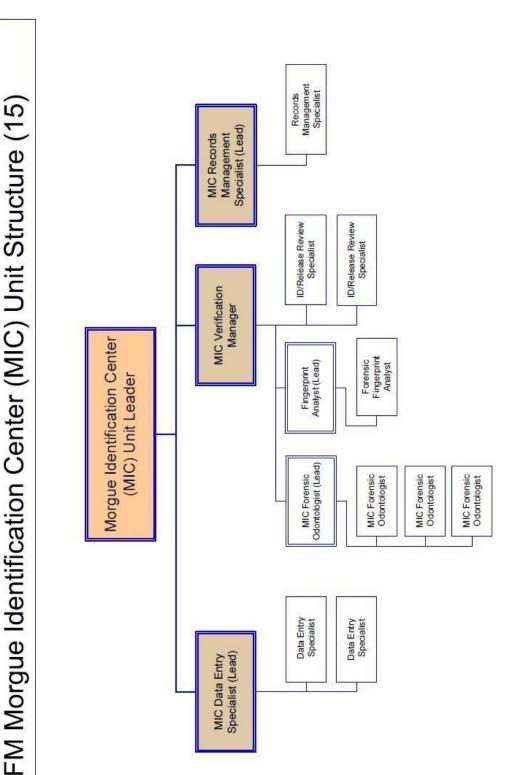


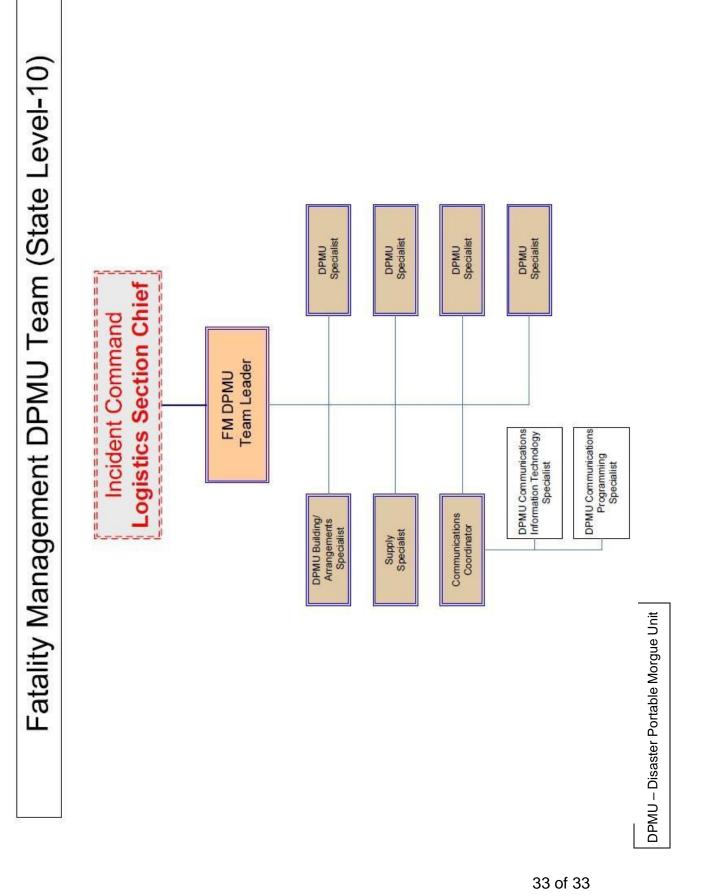
\*\* Transportation Team may provide service to multiple sites

\* Set up per geographic site; if there are multiple sites

e (40)		Morgue Processing Unit Leader (20)	Admitting Admitting Specialist     Morgue Escort     Morgue Escort       Admitting Admitting     Morgue Escort     Morgue Escort       Admitting     Morgue Escort     Morgue Escort       Photographer     Photographer       Photographer     Photographer       Embalming/ Casketing     Personal Effects       Remains Storage/ Specialist     Personal Effects
FM Morgue Units Structure (40)	FM Group Supervisor		Pathology Specialist (Lead) Pathology Assistant Protographer (Lead) (Lead) Remains Storage Release Specialist (Lead)
FM Morgue			Radiology Specialist Assistant Assistant Assistant Assistant
		Morgue Forensic Unit Leader (20)	Radiology Specialist (Lead) Forensic Pathologist (Lead) Anthropologist (Lead) Morgue Fingerprint Specialist (Lead) Morgue Fingerprint Specialist (Lead) Morgue Forensic (Lead) Morgue Forensic (Lead) Morgue Forensic (Lead) DNA Collection Specialist (Lead) Morgue Forensic (Lead) DNA Collection Specialist Contologist (Lead) DNA Collection Specialist Contologist (Lead) DNA Collection Specialist Contologist (Lead) DNA Collection Specialist Contologist (Lead) DNA Collection Specialist Contologist







### Marion County

### Districts 5 & 24 Medical Examiner Advisory Committee

Agenda Item

File No.: 2025-18082

Agenda Date: 2/12/2025

Agenda No.: 6.5.

#### SUBJECT:

Elect Chair and Vice-Chair for a One-Year Term.

#### **DESCRIPTION/BACKGROUND:**

At each February meeting, the Chair and Vice-Chair are elected for a one (1) year term.