Agenda
City of Dunnellon
20750 River Drive, Dunnellon, FL 34431
City Council Meeting
December 11, 2024, 5:30 PM

Dunnellon City Council meeting will be held on December 11, 2024, 5:30 pm.

Public Comment: Anyone who wishes to provide public comment will be able to do so by participating in the City Council meeting in person.

Supporting Documentation for Agenda items may not be ADA compliant for website posting. To obtain supporting documentation not published to the website, please contact the City Clerk's office.

Public input on non-agenda items will be heard at the beginning of the meeting. A three (3) minute time limit will be strictly administered.

Call to Order

Pledge of Allegiance

Opening Prayer/Moment of Silence (suggested time limit: 1 minute Mayor to request if any invitee is present to open with prayer; if no invitee is present, Mayor will ask if a Dunnellon citizen will volunteer. If no volunteers, a moment of silence will be offered. If a citizen outside of Dunnellon requests to open with prayer, (s)he may do so if no invitees/citizens volunteer.)

Roll Call

Proof of Publication - The agenda was posted on the City's Website and City Hall bulletin board on Wednesday, December 4, 2024.

Council's Comments Regarding Agenda

Public Comment on non-agenda items - 3 minute time limit

Consent Agenda - Old Business

Accept public comment on consent agenda items prior to making a motion.

(Note: Motion to approve items on the consent agenda is a motion to approve the recommended actions.)

Approval of Minutes (backup to be provided)

Authorize the Mayor to sign Agreement #AGR2024-28, Opioid Settlement Agreement

Documents:
2024-2025 Marion County Regional Opioid Abatement Plan - Final.pdf
Agreement AGR2024-28 Opioid Settlement Interlocal Agreement for Pooling Funds_DRAFT.pdf

Certify the November 5, 2024 Official Election Results (backup to be provided)

Regular Agenda - Old Business

1. **Regular Agenda Item**

1.a Status of Police Chief Scaglione

Public Hearing Statement

All persons wishing to address the City council will be asked to limit their comments to the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the council members or staff in order to foster mutual respect between council members and the public.

Members of the public in attendance at public forums should listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

Members of the public addressing City council and boards/commissions on a specific project or proposal are requested to disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Members of the public should always err on the side of more public disclosure, not less, in order to provide integrity to the public process.

Follow Public Hearing Notes - Public comment taken during public hearing

2. **Public Hearing**

2.a Public Hearing - Disposal of Public Property located at 20699 Chestnut Street, Parcel #3380-1359-00, in the CRA within the City of Dunnellon (Posted on the City's Website on October 21, 2024 and Advertised in the Riverland News on November 1, 2024)

Accept Public Comments

Proposed Motion: Accept the offer submitted by Practical Behavioral Solutions in the amount of $25,000 in response to Bid #BID2024-05 for surplus property identified as Parcel Number 3380-1359-00 by the Marion County Property Appraiser and authorize preparation of the closing documents.

Documents:
Agenda Summary Form for Sale of Surplus Property, 20699 Chestnut Street.pdf

3. **Regular Agenda Item**

3.a Disposal of Surplus Property in response to Bid #BID2024-07 for 20804 W. Pennsylvania Avenue

Documents:

Agenda Summary Form for Sale of Surplus Property, W Pennsylvania Ave.pdf

4. **Resolutions**

4.a Resolution #RES2024-35, Vacation Rental Ordinance - 3rd Enforcement Extension

Accept Public Comment

Proposed Motion: I move Resolution #RES2024-35 be read by title only.

Proposed Motion: I move Resolution #RES2024-35 be approved.

Documents:
Resolution RES2024-35 Vacation Rental Ordinance - 3rd Enforcement Extension_Draft.pdf

Regular Agenda - New Business

Oath of Office

Walter Green - Seat 1
Glen Stocker - Seat 2
Valerie Hanchar - Seat 4
Rex Lehmann - Seat 5

5. **Regular Agenda Item**

5.a Gould's Tire and Auto - Unpaid Invoices

Accept Public Comments

Proposed Motion: I move to authorize staff to pay invoices from Gould's Tire and Auto for Fiscal Year 2021 - Fiscal Year 2023 in the amount of $4,238.67.

Documents:
Agenda Summary for Gould's Unpaid Invoices.pdf

6. **Department Reports**

7. **Council Liaison Reports and Comments**

8. **City Attorney Report**

Adjourn

Proposed Motion: I move the City Council meeting be adjourned.

ANY PERSON REQUIRING A SPECIAL ACCOMMODATION AT THIS HEARING BECAUSE OF A

ANY PERSON REQUIRING A SPECIAL ACCOMMODATION AT THIS HEARING BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT THE CITY CLERK AT (352) 465-8500 AT LEAST 48 HOURS PRIOR TO THE PROCEEDING. IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THE ABOVE MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY IS NOT RESPONSIBLE FOR ANY MECHANICAL FAILURE OF RECORDING EQUIPMENT.

2024-2025 MARION COUNTY REGIONAL OPIOID ABATEMENT PLAN

Table of Contents

Executive Summary..... 3-4

Consultation..... 5-6

Priority List..... 7-8

Interlocal Agreement..... Exhibit A

Executive Summary

Opioid Abatement Funds for Marion County, Florida

In Marion County, Florida, we stand at a critical juncture in our ongoing battle against the opioid crisis - a challenge that has deeply affected our communities, families, and individuals across various walks of life. Recognizing the complexity and the devastating impact of Opioid Use Disorder (OUD), our Opioid Abatement Plan is a comprehensive, strategic response designed to address this epidemic holistically. This plan, tailored to the unique needs and circumstances of Marion County, aims to implement a multifaceted approach, focusing on treatment, prevention, and continuous research and education.

Our commitment is to provide effective, evidence-based strategies that encompass a broad spectrum of interventions, from expanding access to treatment and recovery services and enhancing the quality and oversight of care to pioneering preventative measures that curb the misuse of opioids. We understand that the path towards healing and recovery is not uniform; hence, our plan is inclusive, considering the diverse needs of our population, including pregnant women, criminal-justice-involved persons, and the youth.

This plan is not just a document; it's a pledge to our community. It's a pledge to employ every resource at our disposal, to collaborate across sectors, and to innovate continuously to ensure that we are doing the utmost to combat this crisis. We are dedicated to creating a future for Marion County where the shadow of opioid addiction is replaced with hope, health, and a renewed sense of community resilience.

Background

In collaboration with various cities and counties in Florida, Marion County has entered into the Florida Opioid Allocation and Statewide Response Agreement (referred to as the "Florida Plan") with the State of Florida.

Under the provisions of this plan, the State has inaugurated the City/County Fund, intended to channel funds directly to city and county jurisdictions. Notably, Marion County's funding envelope also encompasses allocations meant for municipalities within its territory. This includes Belleview, Dunnellon, McIntosh, Ocala, and Reddick. These municipalities have expressed interest in combining their City/County Fund allocations directly to the Regional Opioid Settlement. This strategic consolidation aims to optimize resource utilization by curtailing potential service redundancy, streamlining reporting processes, and simplifying administrative tasks.
The Regional Opioid Settlement Committee was established in Marion County in March 2023. It includes representatives from law enforcement, fire rescue, county and city personnel, a Marion County Hospital District trustee, and elected representatives. Kathy Bryant, the Marion County Commissioner, chairs the meetings.

Marion County will coordinate with the Marion County Hospital District regarding the administration of the Regional Opioid Settlement Plan.

Background Regarding the Use of Opioid Abatement Funds Outlined in the 2022 Interlocal Agreement with Key Excerpts:

An INTERLOCAL AGREEMENT was made and entered into on March 2022 ("Effective Date") by and between the City of Ocala and the Marion County Board of County Commissioners to establish a qualified county to receive Regional Opioid Settlement funds. As a result, a Regional Opioid Settlement Committee was formed to establish priorities for the expenditures of the Regional Opioid Settlement funds, for which the final decision for expenditures resides with the Marion County Board of County Commissioners.

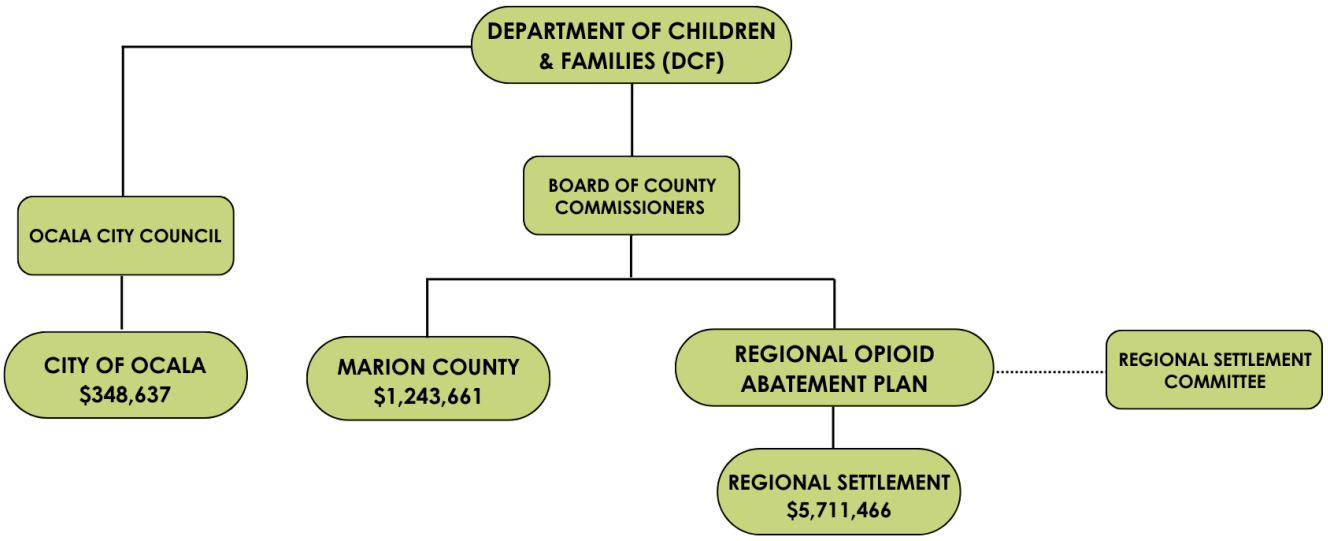
"W. It is the intent of the Parties to use the proceeds from settlements with from opioid litigation to increase the amount of funding presently spent on opioid and substance abuse education, treatment, and other related programs and services, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices"; and

X. Pursuant to the Florida Plan, to be considered a Qualified County and obtain a direct allocation of a portion of the settlement funds, the Parties must enter into an agreement related to the expenditure of Opioid Funds and

Y. Pursuant to the Florida Plan, such Opioid Funds must be expended towards forward-looking strategies, programming, and services used to expand the availability of treatment for individuals impacted by substance use disorders, to (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction;"

Marion County/ City of Ocala Opioid Settlement Funding

***Funding totals include approximate disbursements from 2022 - 2025**



Consultation

Existing Opioid Services, Gaps, and Priority List

The Regional Opioid Settlement Committee consulted with several community service providers to discuss solutions to the Opioid Crisis during fiscal year 2022-2023. During these discussions, the providers presented to the committee identified existing services and perceived service gaps in the community concerning opioid abuse. The following table contains the findings gathered by the Regional Opioid Settlement Committee.

Agency	Services Provided	Organizational Capacity	Identified Needs of Community
Marion County Hospital District	• Invests in programs related to substance use disorder and behavioral health • Provides the largest amount of investments in community • Provides match funding to SMA to draw down more funding for uncompensated care for • Owns, operates and invests in Beacon Point, which is a 6-building complex providing substance use disorder and behavioral health services to Marion County residents regardless of their ability to pay for the services.	• The organization invests over $5 million a year in substance use disorder and behavioral health in Marion County. • Staff expertise on community-wide funding, gaps in services, and substance use disorder/behavioral health. • Relationships with community providers of substance use disorder and behavioral health • Relationships with the managing entity that provides funding for SUD and Behavioral Health	• Centralized receiving facility in Marion County to coordinate care for substance use disorder. • Safe and affordable transitional housing for individuals in recovery
Ocala Fire Rescue	• Participant in the Overdose Data to Action Program (ODA2) • Narcan leave behind program • Participant in the Coordinated Opioid Recovery (**CORE**) - • Responds to overdoses	• Several staff trained and dedicated to overdoses	• Housing for individuals in recovery • Detox for medically complicated individuals • Limited second-chance employers
Marion County Fire Rescue	• Paramedicine Program • Participant in the Coordinated Opioid Recovery (**CORE**) • Responds to overdoses • Agency that transports all Marion County residents	• Staff trained and dedicated to overdoses	• Community paramedicine in each battalion • More trained staff

	to hospitals or treatment facilities		
Marion County Sheriff's Office	• Responds to overdoses • House inmates in jail with substance use disorder	• Unified drug enforcement task force	• Recovery for inmates • Narcotics analyzer machine
SMA Healthcare	• Largest provider of substance use disorder and behavioral health in Marion County with 2 locations in Marion • Amnesty Program which is a partnership with Ocala Police Department. Under certain circumstances, the program allows for treatment before arrest and incarceration • Crisis Stabilization for mental health emergencies for adults and children. • Detoxification from alcohol and drugs. • Outpatient services for mental health and substance abuse • Residential Services • Medication Assisted Treatment (MAT)- located at Beacon Point, available to individuals with or without insurance, distribution of naloxone, and emergency department peer intervention program. • Mobile Response Team • Prevention and community outreach • Shelter Care • Community Action Team • Participant in the Coordinated Opioid Recovery (**CORE**)	• Expertise in the field of substance use disorder and behavioral health • Over 200 local employees • Operates 24/7 • Familiar with funding requirements for state, federal, and local funds • Serve more than 10,000 unique individuals annually	• Centralized receiving facility • Transitional housing
Open Arms Village	• Provides shelter and services to homeless men, most of whom are in recovery from substance use	• two dedicated staff	• Women's shelter for recovery
Zero Hour Life	• Peer support services • Support groups • Re-entry program for inmates	• Unclear how many staff are dedicated to Marion County	• More housing for individuals in recovery • More peer support staff

Priority List

This priority list will be reviewed annually by the Regional Opioid Settlement Committee and updated to reflect the community's needs.

Core Strategy	Allowable Use	Objectives	Service Provider/Vendor	Projected Allocation Amount
Centralized Receiving System (CRS)	1. The Centralized Receiving System is designed to provide adults experiencing a crisis a convenient point of entry into the mental health and substance use systems for immediate assessment as well as subsequent referral and linkage to appropriate and available providers and services. 2. Training and integration of services for CORE & Peer Programs.	To reduce the number of state hospital admission To reduce the average law enforcement processing time To increase care coordination to improve patient attendance to initial outpatient appointments within 7 days of discharge	SMA Healthcare, Inc.	$2,300,000
CORE & Peer Programs	1. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele-mentoring to assist community-based providers in rural or underserved areas. 2. Expand services such as navigators and on-call teams to introduce MAT services and assist individuals being released from incarceration 3. Outreach	To reduce the overall number of overdoses in the community	Marion County Paramedicine City of Ocala Paramedicine Other CORE Partners	Up to $750,000
Transitional Housing	1. Provide comprehensive wrap-around services to individuals with OUD and/or co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare. 2. Provide access to housing for people with OUD and/ or co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services. 3. Substance-exposed newborn services/facilities ($500,000)	To serve 100 women (specifically for allowable use #3)	SMA Healthcare, Inc. (newborn services) TBD	$500,000 (newborn services) $480,676

Admin	1. 5% of $4,243,869		Marion County BOCC Marion County Hospital District or a third party	$213,193
			Total	**$4,243,869**

*Approximately $1.4 million expected in 2025. Funding amounts outlined in the priority list may be reallocated to one of the three priorities based on need.

Exhibit A

CONTRACT # CMO/220134

INTERLOCAL AGREEMENT FOR THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this 1st day of March, 2022 ("Effective Date"), by and between the City of Ocala (hereinafter referred to as the "CITY"), and the Marion County Board of County Commissioners (hereinafter referred to as the "COUNTY") (each hereinafter referred to as "Party," collectively "Parties").

WHEREAS:

A. A local, state, and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

B. Marion County and the municipalities within its boundaries have suffered harm from the opioid epidemic; and

C. The State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and the CITY and COUNTY are litigating participants in that action; and

D. The State of Florida and lawyers representing various local governments involved in the Opioid Litigation have proposed the Florida Plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

E. The current draft of the Florida Memorandum of Understanding, approved by CITY and COUNTY and attached hereto as **Exhibit A** (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

F. CITY and COUNTY recognize that local control over settlement funds is in the best interest of all persons within the geographic boundaries of Marion County, and ensures that settlement funds are available and used to address opioid-related impacts within Marion County; and

G. CITY and COUNTY wish for the County to be a "Qualified County" and receive Regional funds pursuant to the Florida Plan, as it may be amended; and

H. CITY and COUNTY are both members of the Marion County Heroin/Opioid Task Force, which was established in 2017 in response to the dramatic increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Marion County; and

I. The Marion County Heroin/Opioid Task Force meets periodically to study and analyze data related to the opioid epidemic and abatement programming; and

J. CITY and COUNTY provide, either directly or through contract, substance abuse prevention, recovery, and treatment services to the citizens of Marion County; and

K. The Parties have an abatement plan that is being utilized to respond to the opioid epidemic; and

L. Marion County Hospital District is a dependent special tax district created by the State of Florida, governed by Chapter 2008-273, Laws of Florida, with its trustees appointed by COUNTY; and

M. COUNTY entered into a Memorandum of Understanding with the Marion County Hospital District related to the funding of the designated behavioral health services provider for the County on September 30th, 2019, providing that the Marion County Hospital District shall provide the County's local matching funding obligations to the designated behavioral health services provider; and

N. Pursuant to the Hospital District Memorandum of Understanding, the Marion County Hospital District provides funding to SMA Healthcare, Inc., for the provision of substance abuse prevention, recovery, and treatment services including a centralized access system to assist persons suffering from substance abuse disorders by assessing individuals and determining the immediacy and type of treatment needed, and to link individuals with the most appropriate services; detox services; and medication assisted treatment; and

O. COUNTY funds the operations of multiple problem-solving court programs including several drug court, DUI court, veterans' treatment court, mental health court, and teen court; and

P. These problem-solving court programs provide necessary support for and referrals to additional substance abuse prevention, recovery, and treatment services; and

Q. Substance abuse prevention, recovery, and treatment training is provided through the problem-solving courts; and

R. Through the problem-solving courts, COUNTY funds prevention, recovery, and treatment services including training materials and expenses, drug screening and remote breathalyzer equipment; and

S. COUNTY funds a program through its local Salvation Army to assist probationers who are in the DUI court access recovery and prevention services such as drug screening, remote breathalyzers and referral to substance abuse treatment and required DUI classes; and

T. COUNTY operates a Mobile Integrated Healthcare Community Paramedicine Program; and

U. CITY, as a recipient of grant funding from the Centers for Disease Control administered by the Florida Department of Health in Marion County, operates community paramedicine services to Marion County residents who are at risk of overdose, who have recently overdosed, or who have a history of substance abuse; and

V. CITY currently also provides a Narcan Leave Behind Program, Medically Assisted Treatment services through Park Place Behavioral Health Care, and an Opioid Amnesty Program to the residents of Marion County; and

W. It is the intent of the Parties to use the proceeds from settlements with from opioid litigation to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices"; and

X. Pursuant to the Florida Plan, to be considered a Qualified County and obtain direct allocation of a portion of the settlement funds, the Parties must enter into an agreement related to the expenditure of Opioid Funds; and

Y. Pursuant to the Florida Plan, such Opioid Funds must be expended towards forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction; and

Z. The Parties recognize that it is in the best interest of the Parties for COUNTY to be a Qualified County under the Florida Plan; to agree to a framework for the expenditure of settlement funds; and to document the provision of substance abuse prevention, recovery, and treatment services to the citizens of Marion County by the Parties; and

AA. The Parties intend to continue to negotiate in good faith and enter into an amendment to this Agreement ("Amendment") concerning matters that remain unresolved on the Effective Date; and

BB. The Parties are acting pursuant to general law and Section 163.01, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. RECITALS. The recitals above are true and correct and incorporated into this Agreement by this statement.

2. DEFINITIONS. Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan. Further, the terms set forth below shall have the following definitions:

2.1. "Opioid Settlement Funds" shall mean the amount of the Regional Funding disbursed to COUNTY in its role as a Qualified County under the Florida Plan.

2.2. "Beneficiaries" shall mean any organizations receiving funds from the "Opioid Settlement Funds" for the provision of opioid-related programs or services.

3. CONDITIONS PRECEDENT. This Agreement shall become effective upon the occurrence of the following conditions precedent:

3.1. Execution of this Agreement by the CITY and COUNTY; and

3.2. Execution of all documents necessary to effectuate the Florida Plan in its final form; and

3.3. Marion County being determined by the State of Florida to qualify as a Qualified County to receive Regional Funding under the Florida Plan; and

3.4. Filing of this Agreement with the Clerk of the Circuit Court for Marion County as required by Florida Statutes, Section 163.01.

4. COMMITTEE; EXPENDITURE OF OPIOID SETTLEMENT FUNDS; RECORDING.

4.1. Joint Opioid Settlement Fund Administration Committee. There is hereby established the Marion County – City of Ocala Joint Opioid Settlement Fund Administration Committee (the "Committee").

4.2. The Committee shall be comprised of one member appointed by CITY, one member appointed by COUNTY, one member appointed by the Administrative Judge of the Fifth Judicial Circuit in and for Marion County, Florida, one member appointed by the Marion County Hospital District, one member appointed by the Marion County Children's Alliance, one member appointed by the Chief of Ocala Fire Rescue, one member appointed by the Chief of Marion County Fire Department, one member appointed by the Chief of Ocala Police Department, one member appointed by the Marion County Sheriff, one member appointed by the Director of the Florida Department of Health in Marion County, and one member appointed by an affirmative vote of at least two-thirds (2/3) of the foregoing members who is a resident of Ocala/Marion County in active recovery. The Committee shall have the right to either remove or appoint additional nonvoting Committee members from time to time by 2/3 supermajority vote as it deems necessary.

4.3. Committee Quorum; Supermajority. Quorum necessary to conduct Committee business shall consist of six (6) members. An affirmative vote of at least two-thirds (2/3) of Committee members present shall be required to approve regular Committee business. An affirmative vote of at least three-quarters (3/4) of Committee members present shall be required to approve a budget, any amendment thereto, or any appropriation of funds, notwithstanding whether such approvals are final or advisory in nature.

4.4. Committee Responsibilities and Authority. The Committee's responsibilities and authority shall be memorialized in the Amendment.

4.5. Expenditure of Settlement Funds. Unless and until the Committee is formed pursuant to this Agreement, as it may be amended, and authorized to expend funds (or recommend the expenditure of funds to each party), no expenditure of Opioid Settlement Funds shall occur without the approval of CITY and COUNTY. Opioid Settlement Funds

shall be deposited with the Clerk of Court until disbursements are authorized as provided for in this Agreement as it may be amended. Further, Opioid Settlement Funds shall only be expended in accordance with the requirements of this Agreement and the Florida Plan and shall not be used to supplement COUNTY or CITY budgets, but rather shall be used for Approved Purposes, which may include expansion of, but not replace existing funding for, previously established CITY or COUNTY programs.

4.6. Records and Reporting. Upon formation, the Committee shall be subject to Florida public records and open meeting laws, Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes, and the records of the Committee shall be available to the Parties. All meetings of the Committee shall be publically noticed and appropriate minutes shall be taken in accordance with applicable law. Except as provided below, COUNTY shall provide the State with all required reporting on the use of Opioid Settlement Funds. To the extent CITY receives Opioid Settlement Funds, CITY must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the Florida Plan.

5. TERM AND TERMINATION. The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the Florida Plan, and will continue until one (1) year after the expenditure of all Opioid Settlement Funds, unless otherwise terminated in accordance with the provisions of this Agreement and the Florida Plan. Sections 7, 8, and 12 will remain in effect after termination or expiration of this Agreement. Either party may terminate this Agreement for convenience and without cause upon thirty (30) days' notice to the other party. Upon such termination, COUNTY shall tender any and all Opioid Settlement Funds, not otherwise contractually obligated, in its possession to the Managing Entity providing services for Marion County.

6. COUNTERPARTS. This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement.

7. NON-APPROPRIATION. This Agreement is not a general obligation of either party. It is understood that neither this Agreement nor any representation by any official, officer or employee of either party creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of either party as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Opioid Settlement Funds annually which are designated for regional use pursuant to the terms of the Florida Plan. No liability shall be incurred by either party beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by either party for any or all of this Agreement for a new fiscal period, such party is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. Each party agrees to promptly notify the other party in writing of any subsequent non-appropriation.

8. INDEMNIFICATION. CITY and COUNTY shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statues. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of section 768.28, Florida Statutes, by either Party. Nothing

herein shall be construed as consent by either Party to be sued by third Parties for any matter arising out of this Agreement.

9. SEVERABILITY. If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

10. AMENDMENTS TO AGREEMENT. This Agreement may be amended, in writing, upon the express written approval of the governing bodies of the Parties.

11. FILING OF AGREEMENT. COUNTY shall file this Agreement with the Clerk of the Circuit court as provided in Section 163.01(11), Florida Statutes.

12. GOVERNING LAW. The laws of the State of Florida shall govern this Agreement.

13. NOTICES. Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the Parties at the addresses specified on the Party's signature page to this Agreement.

14. ENTIRETY, CONSTRUCTION OF AGREEMENT. This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the Parties. The Exhibits are attached and incorporated into this Agreement by this reference. The Parties acknowledge that they fully reviewed this agreement and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any Party as if they were the drafter of this Agreement. Each Party warrants that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to sign and bind that Party. All conditions and assurances required by this Agreement are binding on Parties and their authorized successors in interest.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes set forth herein.

MARION COUNTY
601 SE 25th Ave.
Ocala, FL 34471

By: Carl Zalak, III, Chairman
Board of County Commissioners

Signature

March 1, 2022
Date

ATTEST:
Gregory C. Harrell, Clerk

APPROVED AS TO FORM:
Matthew Minter, County Attorney

CITY OF OCALA
110 SE Watula Ave.
Ocala, FL 34471

By: Ire Bethea, Sr.
City Council President

Signature

Date

ATTEST:
Angel B. Jacobs, City Clerk

APPROVED AS TO FORM:
Robert W. Batsel, Jr., City Attorney

P:\CITY\OPD\Opioid Lawsuit\Interlocal Agreement re Settlement Funds\Opioid Interlocal Agreement re Settlement Funds - RWB 02-17-2022.docx

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes set forth herein.

MARION COUNTY
601 SE 25th Ave.
Ocala, FL 34471

By: Carl Zalak, III, Chairman
Board of County Commissioners

Signature

Date

ATTEST:
Gregory C. Harrell, Clerk

APPROVED AS TO FORM:
Matthew Minter, County Attorney

CITY OF OCALA
110 SE Watula Ave.
Ocala, FL 34471

By: Ire Bethea, Sr.
City Council President

Ire Bethea Sr.
Signature

03/01/2022
Date

ATTEST:
Angel B. Jacobs, City Clerk

Angel B. Jacobs

APPROVED AS TO FORM:
Robert W. Batsel, Jr., City Attorney

P:\CITY\OPD\Opioid Lawsuit\Interlocal Agreement re Settlement Funds\Opioid Interlocal Agreement re Settlement Funds - RWB 02-17-2022.docx

Doc ID: 289a3d245515a47ae9e48dcd0bae13097eb11 20

HELLOSIGN

Audit Trail

TITLE	PRESSING FOR SIGNATURE: Interlocal Agreement for Opioid...
FILE NAME	FOR SIGNATURE- Op...2-22-2022 TLK.pdf
DOCUMENT ID	289a3d245515a47ae9e48dcd0bae13097eb1114d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**03 / 03 / 2022** 08:49:18 UTC-5	Sent for signature to Ire Bethea, Sr- Council President (ibethea@ocalafl.org) and Angel Jacobs, City Clerk (ajacobs@ocalafl.org) from tkimball@ocalafl.org IP: 216.255.240.104
VIEWED	**03 / 03 / 2022** 15:05:20 UTC-5	Viewed by Ire Bethea, Sr- Council President (ibethea@ocalafl.org) IP: 24.250.133.62
SIGNED	**03 / 03 / 2022** 15:08:30 UTC-5	Signed by Ire Bethea, Sr- Council President (ibethea@ocalafl.org) IP: 24.250.133.62
VIEWED	**03 / 03 / 2022** 16:39:31 UTC-5	Viewed by Angel Jacobs, City Clerk (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**03 / 03 / 2022** 16:39:52 UTC-5	Signed by Angel Jacobs, City Clerk (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**03 / 03 / 2022** 16:39:52 UTC-5	The document has been completed.

Powered by HELLOSIGN

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank -- to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

INTERLOCAL AGREEMENT FOR CONTRIBUTION AND EXPENDITURE OF INDIVIDUAL OPIOID SETTLEMENT FUNDS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2024, by and between the following Parties: **MARION COUNTY,** a political subdivision of the State of Florida, hereinafter referred to as **COUNTY**, and the **Cities of Belleview, Dunnellon, McIntosh and Reddick**, all Florida municipal corporations situated within the COUNTY and hereinafter referred to as **POOLING CITIES** (each singularly referred to as "Party", collectively as "Parties").

WHEREAS, COUNTY is a "Qualified County" under the Florida Plan (pursuant to the Florida Memorandum of Understanding approved by the COUNTY and the City of Ocala) for the expenditure of Regional Opioid Settlement Funds to abate and alleviate the damage caused by Pharmaceutical Supply Chain Participants; and

WHEREAS, pursuant to the Florida Plan and the Amended Interlocal Agreement between the COUNTY and the City of Ocala, a Joint Opioid Settlement Fund Administration Committee (the "Committee") was established to review the Comprehensive Community Action Plan (created by the Marion County Heroin Opioid Taskforce) and develop recommendations for the Marion County Opioid Abatement Plan (the "Abatement Plan"), then make recommendations for the expenditure of the Regional Opioid Settlement Funds; and

WHEREAS, COUNTY has received the Regional funds for the abatement of opioid use pursuant to the Florida Plan; has approved the Abatement Plan and the Committee's Abatement Plan's Priority List of expenditures; and

WHEREAS, POOLING CITIES lack sufficient resources to administer their allotted individual Settlement Funds within their respective municipalities, and pursuant to the Florida Plan, are entitled to elect to contribute their individual Settlement Funds in a pooled format to the COUNTY for its use in approved Abatement Plan Priority List expenditures (from the Qualified County Regional Opioid

Settlement Fund), and POOLING CITIES deem it necessary to contribute and pool their individual allotted Settlement Funds to COUNTY for its use in approved Abatement Plan Priority List expenditures; and

WHEREAS, COUNTY and POOLING CITIES enter this Interlocal Agreement pursuant to their authority and Section 163.01, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. **RECITALS.**

The Parties hereby represent, warrant and agree that the above Recitals are true and correct and are incorporated herein by reference.

2. **CONTRIBUTION OF FUNDS**.

POOLING CITIES hereby contribute their individual allotted Settlement Funds in a pooled format to COUNTY and authorize COUNTY to expend and administer such pooled funds to effectuate opioid abatement services throughout the COUNTY in accordance with the Florida Plan, the approved Abatement Plan Priority List of expenditures, and applicable state and federal law. COUNTY agrees to timely provide POOLING CITIES all reporting mandates required by the Florida Plan, which is hereby incorporated by reference in this Agreement as if fully set forth herein.

3. **DISBURSEMENT AGENT TO BENEFICIARY ORGANIZATIONS.**

COUNTY, in coordination with Marion County Hospital District (MCHD), shall serve as the Disbursement Agent and be responsible for the distribution of Regional Opioid Settlement funds, on a quarterly basis, to designated grant Beneficiaries under the initial and future Abatement Plan Priority List.

4. **DISTRIBUTIONS MONITORING AND REVIEW PROCESS.**

MCHD, in coordination with COUNTY, shall: 1) monitor and informally audit grant distributions by establishing performance metrics, data review and gap / overlap / trends analysis, to measure, review, evaluate and make corrective action recommendations respecting the programs and services of grant

Beneficiaries of the Regional Opioid Settlement Funds' initial and future Abatement Plan Priority List distributions, in order to determine the outcome of expenditures on Beneficiary programs and services to hold Beneficiaries accountable as to the effectiveness of abatement programming; 2) invite potential Beneficiary organizations with the greatest capacity for programming and services based on the Committee's future approved priorities list and the Abatement Plan; and 3) review and rank the applications of potential future grant Beneficiary organizations for presentation to and selection by the Committee as recommendations for approval or denial to the COUNTY for COUNTY's review and final approval.

5. **REPORTING REQUIREMENTS AND PUBLICS RECORDS.**

COUNTY shall provide POOLING CITIES an annual report respecting its distributions, monitoring and review process. The reports shall contain information on how pooled monies were spent during the previous fiscal year. This Agreement shall be subject to Florida public records laws as provided in Chapter 119, Florida Statutes.

6. **TERM AND RENEWAL OF INTERLOCAL AGREEMENT.**

The term of this Interlocal Agreement shall begin on _____, 2024, and will continue until one (1) year after the expenditure of all COUNTY Regional Opioid Settlement funding. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to records retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement. Before this Interlocal Agreement expires, COUNTY and POOLING CITIES shall review the terms and conditions to discuss amendment or renewal.

7. **TERMINATION.**

Any party hereto party may terminate this Agreement by providing written notice of intent to terminate to the other parties at least ninety (90) days prior to the end of the then current fiscal year; provided, that financial commitments made prior to termination are effective and binding for their full term and amount regardless of termination. The effective date of any termination shall be the end of the then-current fiscal

year, unless all parties agree to an alternative date of termination.

8. **INDEMNIFICATION.**

COUNTY and POOLING CITIES shall each be responsible for their respective employees' acts of negligence when such employees are acting with the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of Section 768.28, Florida Statutes, by any Party. Nothing herein shall be construed as consent by any Party to be sued by third parties for any matter arising out of the Agreement.

9. **SEVERABILITY.**

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

10. **AMENDMENT OF AGREEMENT**.

This Agreement may only be amended in writing, upon the express approval of the governing bodies of the Parties.

11. **FILING OF AGREEMENT.**

The COUNTY shall file this Agreement with the Clerk of the Circuit Court as provided in Section 163.01(11), Florida Statues.

12. **AGREEMENT EXECUTION; COUNTERPARTS**.

This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same instrument.

13. **GOVERNING LAW.**

The laws of the State of Florida shall 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

a court of competent jurisdiction located in Marion County, Florida.

14. **NOTICES.**

Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the Parties at the addresses specified on the Party's signature page to this Agreement.

15. **ENTIRETY, CONSTRUCTION OF AGREEMENT.**

This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the Parties. The Parties acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any Party as if they were the drafter of this Agreement. Each Party warrants that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to sign and bind that Party. All conditions and assurances required by this Agreement are binding on the Parties and their authorized successors in interest.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

MARION COUNTY
601 SE 25th Ave.
Ocala, FL 34471

By: Michelle Stone, Chairman
Board of County Commissioners

_____ _____
Signature Date

ATTEST:
Gregory C. Harrell, Clerk

APPROVED AS TO FORM:
Matthew G. Minter, County Attorney

_____ _____

CITY OF BELLEVIEW
5343 SE Abshier Blvd.
Belleview, FL 34420

By: Christine Dobkowski
Mayor, City of Belleview

_____ _____
Signature Date

ATTEST:
Mariah Moody, City Clerk

APPROVED AS TO FORM:
Fred Landt, City Attorney

_____ _____

CITY OF DUNNELLON
20750 River Drive
Dunnellon, FL 34431

By: Walter L. Green
Mayor, City of Dunnellon

_____ _____
Signature Date

ATTEST:
Amanda L. Odom, City Clerk

APPROVED AS TO FORM:
Andrew J. Hand, City Attorney

_____ _____

TOWN OF MCINTOSH
20400 10th St.
McIntosh, FL 32664

By: Marshall Roddy
Mayor, Town of McIntosh

_____ _____
Signature Date

ATTEST:
Jessica Gonzalez, Town Manager/Clerk

APPROVED AS TO FORM:
Marty Smith, Town Attorney

_____ _____

TOWN OF REDDICK
PO Box 99
Reddick, FL 32686

By: John Vetter
Mayor, Town of Reddick

_____ _____
Signature Date

ATTEST:
Marjorie Stroup, Town Clerk

APPROVED AS TO FORM:
Randy Klein, Town Attorney

_____ _____

City of Dunnellon

Agenda Summary Form

Meeting Date: December 11, 2024

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Accept the offer submitted by Practical Behavioral Solutions in the Amount of $25,000 in response to Bid #BID2024-05 for surplus property identified as Parcel Number 3380-1359-00 by the Marion County Property Appraiser and authorize preparation of the closing documents.

Subject: Sale of Surplus Property

Request for Approval Summary Explanation & Background:

On April 10, 2024, Council passed Resolution #RES2024-15 allowing for the disposal of the property located at the corner of Ohio and Chestnut Streets, Marion County Parcel ID No. 3380-1359-00. Council further directed staff to advertise and solicit offers for the sale of this property in accordance with Chapter 163.380, Florida Statutes.

One offer was received from Practical Behavior Solutions on September 16, 2024, in the amount of $25,000. The assessed market value of the property at that time by the Marion County Property Appraiser was $24,116. The surplus property is adjacent to PBS, and they currently utilize it for needed parking.

On October 16, 2024, the CRA Board made a recommendation to the City Council as follows:
In accordance with and having considered the criteria set forth in 163.380(2), Florida Statutes, I move to recommend that City Council accept the offer submitted by Practical Behavioral Solutions in the Amount of $25,000 in response to Bid #BID2024-05 for surplus property identified as Parcel Number 3380-1359-00 by the Marion County Property Appraiser and authorize preparation of the closing documents.

Because the assessed market value of the property increased after receipt of the proposal, and the new value of $31,581 is greater than the proposal, the City Council is required to hold a public hearing noticing its intent to accept the offer. The public hearing notice was published in the Riverland News on November 1, 2024.

163.380(2), Florida Statutes: In the event the value of such real property being disposed of is for less than the fair value, such disposition shall require the approval of the governing body, which approval may only be given following a duly noticed public hearing."

Procurement Method: Sealed Bids
Fiscal Information: CRA Revenue
Attorney Review: Yes

City of Dunnellon

Agenda Summary Form

Meeting Date: December 11, 2024

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Consider accepting the offer submitted by OpticalTel in the Amount of $212,125.32 in response to Bid #BID2024-07 for surplus property identified as Parcel Number 3380-0467-00 by the Marion County Property Appraiser and authorize preparation of the closing documents.

Subject: Sale of Surplus Property

Request for Approval Summary Explanation & Background:

On September 25, 2024, Council passed Resolution #RES2024-14 allowing for the disposal of the property located at 20804 West Pennsylvania Avenue, Marion County Parcel ID No. 3380-0467-00. Council further directed staff to advertise and solicit offers for the sale of this property in accordance with Chapter 163.380, Florida Statutes.

One offer was received from Optical Tel on November 25, 2024, in the amount of $212,125.32. The assessed market value by the Marion County Property Appraiser at the time the property was declared surplus was $394,347. The current assessed market value by the Marion County Property Appraiser is $404,796.

A special CRA meeting must be held in order for the CRA Board to propose a motion as follows:

Proposed Motion: In accordance with and having considered the criteria set forth in 163.380(2), Florida Statutes, I move to recommend that City Council accept the offer submitted by OpticalTel in the Amount of $212,125.32 in response to Bid #BID2024-07 for surplus property identified as Parcel Number 3380-0467-00 by the Marion County Property Appraiser and authorize preparation of the closing documents.

Note: If the CRA Board moves to recommend acceptance of the submitted offer, the City Council will be required to hold a Public Hearing in accordance with 163.380 Florida Statutes.

Procurement Method: Sealed Bids
Fiscal Information: CRA Revenue
Attorney Review: To Be Reviewed

RESOLUTION #RES2024-35

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA PROVIDING FOR THE EXTENSION OF THE ENFORCEMENT OF THE REGISTRATION REQUIREMENTS SET FORTH WITHIN ORDINANCE #ORD2022-05 TO APRIL 1, 2025; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on September 27, 2023, the City of Dunnellon City Council adopted Ordinance #ORD2022-05, establishing Chapter 18, Article VIII, entitled "Vacation Rentals" within the City's Code of Ordinances (the "Ordinance"); and

WHEREAS, the effective date of the Ordinance is April 1, 2024; and

WHEREAS, City Council previously extended the date for enforcement of the Ordinance to January 1, 2025, via resolution and now desires to extend the date for the enforcement of the Ordinance to April 1, 2025; and

WHEREAS, the City Council finds this extension consistent with the intent of the Ordinance, that it serves a municipal and public purpose, and insures appropriate due process and notice to all affected property owners.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Legislative Findings. The Whereas clauses above are adopted as legislative findings of the City Council.

SECTION 2. The City Council hereby directs City Staff to extend the start date for enforcement of ORDINANCE #ORD2022-05 to April 1, 2025.

SECTION 3. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affects the remaining portions of this Resolution.

SECTION 4. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. This Resolution shall take effect immediately upon its approval.

Upon motion duly made and carried, the foregoing Resolution was adopted by the City Council of the City of Dunnellon on the 11th day of December 2024.

CITY OF DUNNELLON, FLORIDA

_____
Walter L. Green, Mayor

ATTEST:

_____
Amanda Odom, CMC, City Clerk

First Draft 12/02/2024 City Council Workshop

City of Dunnellon

Agenda Summary Form

Meeting Date: December 11, 2024

1. Responsible Department: Finance
2. Presenter: Schonna McLean, Finance Officer
3. Recommended Action: Authorize staff to pay invoices from Gould's Tire and Auto for Fiscal Year 2021 – Fiscal Year 2023 in the amount of $4,238.67

Subject: Unpaid invoices for patrol vehicle repairs for the period of FY2021-FY2023 in the amount of $4,238.67

Request for Approval Summary Explanation & Background:

On November 21st John Belcher, owner of Gould's Tire and Auto, came in to discuss unpaid invoices discovered through an audit of his records. He stated that the previous bookkeepers were not tracking the City's outstanding invoices. He explained that the Officers which picked up the vehicles received the invoices. I asked him to email the future invoices to our Accounts Payable email, so Finance can ensure his invoices are paid in a timely manner.

Staff researched each unpaid invoice and confirmed in the financial system they have not been paid. The queries conducted were by invoice number an invoice amount.

Because there is no one at the police department to approve the invoices dating back to FY 2021, staff is seeking Council's approval to pay the overdue invoices.

Procurement Method: Existing Vendor

Fiscal Information: This amount can be recorded in FY2023-2024. A budget amendment is not needed as preliminary year end results indicate that Public Safety is under budget overall for this fiscal year.

Attorney Review: N/A