

**UMATILLA CITY COUNCIL MEETING**  
**JANUARY 18, 2022, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

**Masks are highly recommended and a limited supply may be available. Social distancing will be observed. Overflow seating in room behind Chambers.**

**Pledge of Allegiance and Prayer**

*Please silence your electronic devices*

**CALL TO ORDER**

**ROLL CALL**

**AGENDA REVIEW**

**MINUTES REVIEW**

1. *City Council Meeting Minutes dated December 7, 2021*
2. *City Council Meeting Minutes dated December 21, 2021*

**MAYOR'S MESSAGE**

**PUBLIC COMMENT**

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.

Please write your name and address on the paper provided at the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Council in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Board addresses such items during this meeting. Public comments are generally limited to three minutes.

**PRESENTATIONS**

**CONSENT AGENDA**

3. *Approval of Resolution No. 2022-01, Citywide Yard Sale*
4. *Approval of Resolution No. 2022-02, Opioid Interlocal Agreement with Lake County*

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

## **NEW BUSINESS**

5. *Approval of Citywide Water Line Replacement Design Contract with Mittauer & Associates*
6. *Approval of Impact Fees and Rate Study Contract with HALFF Associates*
7. *Lakeside Avenue Bypass Design Contract with HALFF Associates*
8. *SR 19 South Water Line Design Contract with HALFF Associates*

## **REPORTS**

City Attorney  
Mayor  
Council Members  
Staff Members  
Police Activity Report

## **ADJOURNMENT**

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

The City of Umatilla is an equal opportunity provider and employer.

**UMATILLA CITY COUNCIL MEETING**  
**December 7, 2021, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

Mayor Adcock led the Pledge of Allegiance and Invocation.

The meeting was called to order at approximately 6:00p.m.

**PRESENT:** Mayor Kent Adcock; Vice Mayor Brian Butler; Council Members Kaye Adams, John Nichols, Chris Creech; City Manager Scott Blankenship; City Attorney Kevin Stone; Finance Director Regina Frazier; Police Chief Adam Bolton; Gwen Johns, City Clerk; Amy Stultz, Library Director; Misti Lambert, Assistant to the City Manager

**AGENDA REVIEW**

**MOTION by Council Member Adams to approve the agenda as presented;**  
**SECOND by Vice Mayor Creech;**  
**Motion APPROVED by unanimous vote.**

**MINUTES REVIEW**

1. *Minutes City Council meeting November 16, 2021*

**MOTION by Council Member Nichols to approve the City Council minutes November 16, 2021;**  
**SECOND by Vice Mayor Creech;**  
**Motion APPROVED by unanimous vote.**

**MAYOR'S MESSAGE**

**PUBLIC COMMENT**

There were none.

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

2. *Resolution No. 2021-34, Accepting the Airport Rescue Grant from the FAA*

Kevin Stone, City Attorney read Resolution No. 2021-34 by title only.

**RESOLUTION NO. 2021-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING THE AIRPORT RESCUE GRANT NO. 3-12-0026-016-2022 FROM THE FEDERAL AVIATION ADMINISTRATION FOR COSTS RELATED TO OPERATIONS, PERSONNEL, CLEANING, SANITIZATION, JANITORIAL SERVICES, COMBATING THE SPREAD OF PATHOGENS AT THE AIRPORT, AND DEBT SERVICE PAYMENTS; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

Scott Blankenship, City Manager, stated staff recommends approval.

**MOTION by Council Member Nichols to approve Resolution No. 2021-34;**  
**SECOND by Vice Mayor Creech;**  
**Motion APPROVED by a unanimous vote.**

**NEW BUSINESS**

3. *Cemetery Survey and Consulting - Budget*

Mr. Blankenship spoke about the challenges being experienced at the cemetery due to lack of survey.

Vice Mayor Creech asked if the new Tyler Technologies software includes a Cemetery module. Mr. Blankenship said yes but only from an accounting perspective.

**MOTION by Council Member Adams to approve the use of Reserve Funds for the cemetery;  
SECONDED by Council Member Butler;  
Motion APPROVED by unanimous vote.**

### **GENERAL DISCUSSION**

4. ***ARPA Funding Information and Presentation*** – Information Only
5. ***FRDAP Grants Update*** – Information Only
6. ***Legislative Update – Kevin Stone, Attorney*** – Information Only
7. ***City Manager Performance Evaluation – Kevin Stone, Attorney***

Mayor said in the past 10 years he has dealt with all 14 municipalities and without exception, he applauded Mr. Blankenship for his leadership.

Vice Mayor Creech agreed, stating Mr. Blankenship is fantastic.

Council Member Adams believes Mr. Blankenship makes decisions and looks out for the best interest of the City and its image.

Council Member Butler stated his appreciation for Mr. Blankenship.

Council Member Nichols is extremely pleased with Mr. Blankenship's performance.

Mayor Adcock asked about the salaries of other local City Managers. This information will be provided to City Council so compensation can be considered on December 21, 2021.

### **REPORTS**

City Attorney – Nothing additional to report.

Mayor Adcock – Mentioned Habitat for Humanity Beautification projects and will be speaking with staff members about getting a project done in Umatilla.

Council Member Nichols stated the local experimental aircraft association issued a scholarship to a 17 y/o private pilot. He stated it is important to recognize the City's support in this cooperative effort.

Kaye Adams said the Umatilla Historical Museum will be open on Saturday.

The Cracker Christmas Parade will be on December 11, 2021 and parade line-up will begin at 8:00 a.m. Parade begins at 9:00 am

Council Member Nichols mentioned how beautiful the decorations around the City are this year and he thanked City staff for their hard work.

Mayor Adcock recently spoke with the Umatilla High School football coach and this is the first year in a long time the high school has had a winning season. Mayor Adcock would like to have a resolution or proclamation prepared to recognize the team.

Mr. Blankenship noted an FDOT grant is being sought to acquire property located southeast of the airport. The Martin property being considered is approximately 40-47 acres.

### **Staff**

Police Chief Bolton said staff has been busy preparing for the parade. He also provided a report pertaining to traffic stops and arrests.

**ADJOURNMENT**

With no further business for discussion, meeting adjourned at approximately 7:33 pm.

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Kent Adcock, MAYOR

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Gwen Johns, MMC  
City Clerk

**UMATILLA CITY COUNCIL MEETING**  
**December 21, 2021, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

Mayor Adcock led the Pledge of Allegiance and Invocation.

The meeting was called to order at approximately 6:00p.m.

**PRESENT:** Mayor Kent Adcock; Vice Mayor Chris Creech; Council Members Kaye Adams, Bryan Butler; City Manager Scott Blankenship; City Attorney Kevin Stone; Finance Director Regina Frazier; Police Chief Adam Bolton; Gwen Johns, City Clerk; Amy Stultz, Library Director

**NOT PRESENT:** Council Member John Nichols

**AGENDA REVIEW**

**MOTION by Council Member Adams to approve the agenda as presented;**  
**SECOND by Council Member Butler;**  
**Motion APPROVED by unanimous vote.**

**MAYOR'S MESSAGE**

**PUBLIC COMMENT**

There were none.

**CONSENT AGENDA**

*1. Approval of Resolution No. 2021-35, Personnel Policy Updates*

**MOTION by Council Member Adams to approve Resolution No. 2021-35;**  
**SECOND by Vice Mayor Creech;**  
**Motion APPROVED by unanimous vote.**

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

*2. Approval of Resolution No. 2021-28, Electing to Use the Uniform Method of Collection for Waste Collection and Stormwater Utility Services*

Attorney Stone read Resolution No. 2021-28 by title only.

**RESOLUTION NO. 2021-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Regina Frazier, Finance Director, provided an overview of the resolution. She said similar to what has been done with fire services, this would allow the City to collect solid waste and stormwater utility services through the tax bills.

The purpose of this resolution is to state the intent to use this method of collection and does not obligate the City to use the uniform method of collection. Prior to implementation, City Council would be asked to consider and approve additional information.

Kevin Stone, City Attorney, explained the benefit of using uniform method of collection.

**MOTION by Council Member Butler to approve Resolution No. 2021-28;**  
**SECONDED by Vice Mayor Creech;**  
**Motion APPROVED by a majority vote. Council Member Adams voted no.**

**REPORTS**

**City Attorney Kevin Stone**

Mr. Stone advised this as continuation of Mr. Blankenship’s performance review and his current contract requires the City Council to consider compensation on an annual basis.

**MOTION by Vice Mayor Creech to increase Mr. Blankenship’s salary 6%;**  
**SECOND by Council Member Adams**  
**Motion APPROVED by a unanimous vote.**

**Motion by Council Member Adams to make the 6% increase effective October 1, 2021;**  
**SECONDED by Council Member Butler;**  
**Motion APPROVED by a unanimous vote.**

**Adam Bolton, Police Chief** – nothing to report.  
**Amy Stultz, Library Director** – nothing to report.

**Council Member Adams**

Council Member Adams provided a report from the December 8, 2021, MPO meeting.

**Mayor Adcock**

Mayor Adcock reported he has met with Mr. Blankenship and the City will provide information related to economic development to the Lake County Board of Commissioners in the upcoming year.

**Vice Mayor Creech**

Thanked Misti Lambert for a job well done on the float.

**ADJOURNMENT**

With no further business for discussion, meeting adjourned at approximately 6:32 p.m.

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Kent Adcock, MAYOR

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Gwen Johns, MMC  
City Clerk

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** December 27, 2021

**MEETING DATE:** January 4, 2022

**SUBJECT:** Resolution 2022-01

**ISSUE:** City Wide yard Sale – Authorizing Yard Sale Permit for Citywide event, to cover all participants

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**BACKGROUND SUMMARY:** The 2022 City Wide Yard Sale will be the 21<sup>st</sup> annual event. The date for this year’s event is Saturday, March 5, 2022.

This is an annual fundraiser for the Library. The funds raised are used to offset costs of Library programs. Sale tables are rented at the Umatilla Library and individual yard sales are held throughout town. The Friends of the Library hold their annual book sale at the Library from 8:00 a.m. through 2:00 p.m.

Participating residents will be asked to make a donation to have their sale put on a map which will be published by the Library. Copies of the map are distributed to all residents and visitors.

The city waives the requirement for a yard sale permit for residents who are participating in this event. Generally, yard sale permits must be applied for but there are no fees involved.

**STAFF RECOMMENDATIONS:** Approval for City Wide Yard Sale to be held on March 5, 2022.

**FISCAL IMPACTS:** N/A

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes                    No                    N/A

Reviewed by City Engineer    Yes                    No                    N/A



**RESOLUTION 2022 - 01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AUTHORIZING THE TWENTY FIRST ANNUAL CITY WIDE YARD SALE SPONSORED BY THE CITY OF UMATILLA PUBLIC LIBRARY, TO BE HELD ON SATURDAY, MARCH 5, 2022, THROUGHOUT THE CITY OF UMATILLA AND ALONG THE SIDEWALK IN FRONT OF THE UMATILLA PUBLIC LIBRARY AND ALONG HATFIELD DRIVE ALONG LIBRARY PROPERTY; ALLOWING WAIVER OF THE REQUIREMENT FOR A YARD SALE PERMIT FOR RESIDENTS OF THE CITY PARTICIPATING IN THIS EVENT; PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas**, the City of Umatilla Public Library is sponsoring a fundraising event to directly benefit the Umatilla Public Library; and

**Whereas**, this event is known as the “City Wide Yard Sale” and will be held on Saturday, March 5, 2022, throughout the City of Umatilla and in the Umatilla Public Library parking lot; and

**Whereas**, the City of Umatilla Library requests a waiver of the requirement to obtain a Yard Sale permit for residents participating in this event; and

**Whereas**, the City of Umatilla Library requests use of the sidewalk area in front of the Umatilla Public Library as a venue to sell food and rent tables for this event;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Umatilla, Florida:

1. The City Council of the City of Umatilla grants permission to the request of the City of Umatilla Library to use the sidewalk area in front of the Umatilla Public Library during this event.
2. The City Council of the City of Umatilla grants permission to the request of the City of Umatilla Library to close Hatfield Drive along the Umatilla Public Library property during this event.
3. The City Council of the City of Umatilla waives the requirement for residents participating in this event to obtain a Yard Sale permit (Ordinance 1989 – A).

**EFFECTIVE DATE:** This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida.

**PASSED AND RESOLVED** this 4<sup>th</sup> day of January, 2022, by the City Council of the City of Umatilla, Lake County, Florida.

\_\_\_\_\_  
Kent Adcock  
Mayor

ATTEST:

Approved as to form:  
STONE & GERKEN, P.A.

\_\_\_\_\_  
Gwen Johns, MMC  
City Clerk

\_\_\_\_\_  
Kevin Stone  
City Attorney

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** December 28, 2021

**MEETING DATE:** January 4, 2022

**SUBJECT:** Opioid Litigation

**ISSUE:** Resolution 2022-02, Approval of Opioid Interlocal Agreement with Lake County

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**BACKGROUND SUMMARY:**

As a result of the opioid epidemic, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, to hold them accountable and to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts. As a result of this litigation, multiple opioid manufacturers, distributors, and retailers have begun to negotiate settlements. The Attorney General for the State of Florida anticipates that settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement and has proposed entering into agreements with local governments to receive settlement funds (the “State MOU”). The State MOU, as currently drafted, divides settlement funds into three portions designated as city/county, regional, and state funds.

Recognizing that the entire State of Florida, including the City of Umatilla, has suffered harm from the opioid epidemic, Resolution No. 2021-14 was approved by City Council on July 6, 2021, to include the City with other local governments as a participant in the State MOU and Formal Agreements implementing a unified plan for opioid litigation.

The State MOU will establish the amount and manner of distribution of regional settlement funds within Florida, the requirements to receive and manage regional funds, and the purposes for which regional funds may be used. Lake County can receive and exercise local control over regional settlement funds if it becomes a “Qualified County.” To be a Qualified County, a certain number of municipalities must participate in an interlocal agreement allowing the county to administer the funds. Recognizing that local control over settlement funds is in the best interest of Lake County residents and ensures that settlement funds are available and used to address local opioid-related impacts, the City has an interest in the County’s receipt of regional funds pursuant to the State MOU. The county will consider the input of the countywide Opioid Task Force which has been developing recommendations on this project.

Staff believes it is in the best interest of the County and the City to enter into an Interlocal Agreement to ensure Lake County is a “Qualified County” to receive Regional Funding pursuant to the State MOU.

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**STAFF RECOMMENDATIONS:** Approval

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**RESOLUTION 2021 - 14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; AUTHORIZING CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN REGARDING OPIOID LITIGATION; PROVIDING FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Umatilla, Florida has suffered harm from the opioid epidemic;  
and

**WHEREAS**, the City recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

**WHEREAS**, 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 of Umatilla, Florida is not a litigating participant in that action; and

**WHEREAS**, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

**WHEREAS**, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

**WHEREAS**, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

**WHEREAS**, failure to participate in the Florida Plan will reduce funds available to the State, the City of Umatilla, and every other Florida city and county.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Umatilla, Florida:

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

**Section 2.** The City Council of the City of Umatilla finds that participation in the Florida Plan would be in the best interest of the City of Umatilla and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm it has suffered.

**Section 3.** The City Council of the City of Umatilla hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A".

**Section 4.** The City Manager of the City of Umatilla is expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A".

**Section 5.** The City Manager of the City of Umatilla is authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution 2021- ~~14~~.

**Section 6.** The City Clerk is instructed to record this Resolution 2021- ~~14~~ in the official records of Lake County, Florida.

**Section 7.** The City Clerk is directed to furnish a certified copy of this Resolution 2021- ~~14~~ to the Florida Attorney General:

Attorney General Ashley Moody  
c/o John M. Guard  
The Capitol  
PL-01  
Tallahassee, FL 32399-1050

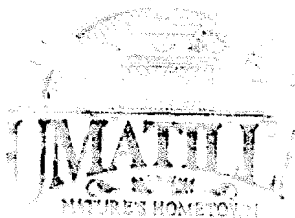
**Section 8.** This Resolution shall become effective immediately upon passage.

PASSED and RESOLVED this 6<sup>TH</sup> day of JULY, 2021 by the City Council of the City of Umatilla

Kent Adcock  
Kent Adcock, Mayor

ATTEST:

Gwen Johns  
Gwen Johns, Interim City Clerk



Approved as to form:

Kevin Stone  
Kevin Stone, City Attorney

**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].<sup>1</sup>

#### 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.

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<sup>1</sup> 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:<sup>2</sup>

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,

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<sup>2</sup> 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.



**RESOLUTION 2022-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING AND ADOPTING AN INTERLOCAL AGREEMENT BY AND AMONG LAKE COUNTY AND THE ELIGIBLE LAKE COUNTY MUNICIPALITIES FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUND; AUTHORIZING THE CITY MAYOR TO EXECUTE THE SAME AND TAKE NECESSARY ACTIONS IN FURTHERANCE THEREOF; PROVIDING SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics (“opioids”) which resulted in a crisis of opioid overdoses and addictions throughout municipalities, counties, state and the nation; and

**WHEREAS**, certain governmental entities filed lawsuits against opioid manufacturers, distributors, and retailers to hold them accountable for opioid crisis damages, and the lawsuits are expected to result in settlement funds, some of which will be distributed to the State of Florida; and

**WHEREAS**, Lake County can become eligible to receive and administer certain regional funds, provided that Lake County enters into an interlocal agreement with municipalities of the county; and

**WHEREAS**, the City recognizes that local control over settlement funds is in the best interest of Lake County residents and ensures that settlement funds are available and used to address local opioid-related impacts,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Umatilla, Florida:

**Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Interlocal Agreement.** The Interlocal Agreement for Use of Lake County Regional Opioid Settlement Funds attached hereto is approved.

**Section 3.** The Mayor is hereby authorized to execute the Interlocal Agreement and to take such actions as are necessary in furtherance thereof.

**Section 4. Severability.** It is the intent of the City Council of the City of Umatilla, that if any section, sentence, clause, phrase or provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Resolution.

**Section 5. Conflicts.** In any case where a provision of this Resolution is found to be in conflict with a provision of any other resolution of this City, the provisions of this Resolution shall prevail.

**Section 6. Effective Date.** This Resolution shall become effective immediately on its approval and adoption by the City Council of the City of Umatilla, Florida.

**PASSED** and **RESOLVED** this 4th day of January, 2022 by the City Council of the City of Umatilla

\_\_\_\_\_  
Kent Adcock, Mayor

ATTEST:

\_\_\_\_\_  
Gwen Johns, MMC, City Clerk

Approved as to form:

\_\_\_\_\_  
Kevin Stone, City Attorney

**INTERLOCAL AGREEMENT FOR  
USE OF  
LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and the eligible Municipalities who have signed onto this agreement, as evidenced by their signatures to this Agreement.

**WITNESSETH:**

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

**WHEREAS**, Lake County and the municipalities therein are not immune from this nationwide crisis; and

**WHEREAS**, in January of 2021, a collaborative body known as the Lake County Opioid Task Force, hereinafter “Opioid Task Force,” formed in Lake County in response to the alarming increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Lake County; and

**WHEREAS**, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the nature, extent, and problems in Lake County and on opioid-related programs consistent with the State MOU; and

**WHEREAS**, the Opioid Task Force meets periodically to study and analyze data related to the opioid epidemic and abatement programming; and

**WHEREAS**, the crisis has caused and is causing an undue strain on local government finances to implement programming to combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids; and

**WHEREAS**, the opioid crisis is as pronounced within Lake County and within certain municipalities within Lake County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

**WHEREAS**, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the “defendants,” to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

**WHEREAS**, as a result of this litigation, multiple defendants have begun to negotiate settlements; and

**WHEREAS**, the Attorney General for the State of Florida (hereinafter “Attorney General”) anticipates that settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement; and

**WHEREAS**, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive settlement funds. This agreement (hereinafter referred to as the “State MOU”), as currently drafted, divides settlement funds into three portions designated as city/county (hereinafter individual settlement funds), regional, and state funds; and

**WHEREAS**, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and regional settlement funds within Florida, the requirements to receive and manage regional funds, and the purposes for which regional funds may be used. The current draft of the State MOU is attached hereto as **Exhibit A**; and

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

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**WHEREAS**, the Parties recognize that local control over settlement funds is in the best interest of all persons within the geographic boundaries of Lake County and ensures that settlement funds are available and used to address opioid-related impacts within Lake County and are, therefore, committed to the County qualifying as a “Qualified County” and thereby receiving regional funds pursuant to the State MOU; and

**WHEREAS**, the State MOU requires that in order for Lake County to become a Qualified County eligible to receive regional funding, there must be an interlocal agreement among Lake County and its Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Lake County, with the term “Municipalities” being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data; and

**WHEREAS**, the Parties recognize that it is in the best interest of the County and the Municipalities to enter into this Interlocal Agreement to ensure Lake County is a “Qualified County” to receive Regional Funding pursuant to the State MOU.

**NOW, THEREFORE**, the Parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and incorporated into this Agreement by this statement.
2. **DEFINITIONS.**
  - a. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and will have the same meanings as in the State MOU.
  - b. “Lake County Regional Funding” means the amount of the regional funding paid to Lake County in its role as a Qualified County, plus any contribution by a municipality
3. **CONDITIONS PRECEDENT.** This Agreement will become effective in accordance with paragraph 5 below and so long as the following conditions have been satisfied:
  - a. Execution of this Agreement by the County and at least the minimum number of governing bodies of the Municipalities as required by the State MOU to enable Lake County to become a Qualified County and directly receive Lake County Regional Funding; and
  - b. Execution of all documents necessary to effectuate the State MOU in its final form; and
  - c. Lake County being determined by the State of Florida to qualify as a “Qualified County” to receive regional funding under the State MOU; and
  - d. Filing of this Agreement with the Clerk of the Circuit Court for Lake County as required by Florida Statutes, Section 163.01.
4. **EXECUTION.** This Agreement may be signed in counterparts all of which, taken together, will constitute one and the same Agreement.
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 State MOU, and will continue for one (1) year after the expenditure of all Lake County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this

Agreement which by their nature should survive, including, but not limited to, any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement.

**6. USE OF SETTLEMENT FUNDS**

a. Lake County Regional Funding will be used to fund opioid abatement in accordance with the requirements of the State MOU, this Interlocal, and any guidelines set forth by the County. The selection of opioid abatement services will take into consideration recommendations by the Opioid Task Force.

b. Lake County Regional Funding may be used to enhance current programs or develop new programs. Regional funding is not intended to supplant current funding sources and general funds, and County staff will continue to seek funding for opioid related abatement at the levels opioid abatement programs were funded as of the effective date of this Agreement.

c. The County will provide the State with all required reporting on the use of regional funds.

**7. ADMINISTRATIVE COSTS.**

The County is responsible for administering the “Regional Funds” remitted pursuant to the State MOU and, shall provide all support services, including but not limited to, legal services, as well as contract management, program monitoring, and reporting required by the State MOU, and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Lake County Regional Funds, and the remaining Lake County Regional Funds will be spent as provided in the State MOU and as provided herein.

**8. LOCAL GOVERNMENT CONTRIBUTIONS**

Any municipality may contribute its’ individual settlement funds to the County for use in all service areas. To the extent that a municipality contributes its’ individual settlement funds to the County that Municipality must timely satisfy all reporting requirements of the State of Florida Memorandum of Understanding (MOU), and provide any other reporting required by County.

**9. NON-APPROPRIATION.**

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee 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 the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Lake County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability will be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by the County for any or all of this Agreement for a new fiscal period, the County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the municipalities in writing of any subsequent non-appropriation.

**10. INDEMNIFICATION.**

Each Municipality and the County will be responsible for their respective employees’ acts of negligence when such employees are acting within the scope of their employment and will 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 either Party to be sued by third Parties for any matter arising out of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held invalid, the invalidity will 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.

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

13. **FILING OF AGREEMENT.** The County will file this Agreement with the Clerk of the Circuit court as provided in Section 163.01(11), Florida Statutes.

14. **GOVERNING LAW.** The laws of the State of Florida will govern this Agreement.

15. **NOTICES.** Any notices required or permitted by this Agreement will be in writing and will 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.

16. **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 will 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. This Agreement contains the following exhibits which are incorporated herein:

- Exhibit A** State MOU
- Exhibit B** Abatement Plan

**[SIGNATURE PAGES TO FOLLOW]**

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY,  
FLORIDA

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

ATTEST:

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

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

Approved as to form and legality:

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

All notices under this agreement will be sent to the County at:

Lake County Manager  
P.O. Box 7800  
Tavares, Florida 32778

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

TOWN OF ASTATULA, FLORIDA

By: \_\_\_\_\_  
Mitchell Mack, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Graham Wells, Town Clerk

Approved as to form and legality:

\_\_\_\_\_  
Heather Ramos, Town Attorney

All notices under this Agreement will be sent to:

Town of Astatula  
Mitchell Mack, Mayor  
25009 County Road 561  
Astatula, Florida 34705



**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF CLERMONT, FLORIDA

By: \_\_\_\_\_  
Tim Murry, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Daniel F. Mantzaris, City Attorney

All notices under this Agreement will be sent to:

City of Clermont  
Brian Bulthuis, City Manager  
685 W. Montrose Street  
3<sup>rd</sup> Floor  
Clermont, Florida 34711

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF EUSTIS, FLORIDA

By: \_\_\_\_\_  
Michael Holland, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mary Montez, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Derek A. Schroth, City Attorney

All notices under this Agreement will be sent to:

City of Eustis  
Tom Carrino, Interim City Manager  
10 North Grove Street  
Eustis, Florida 32726

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF FRUITLAND PARK, FLORIDA

By: \_\_\_\_\_  
Chris Cheshire, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Esther B. Coulson, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

All notices under this Agreement will be sent to:

City of Fruitland Park  
Gary La Venia, City Manager  
10 North Grove Street  
Eustis, Florida 32726

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF GROVELAND, FLORIDA

By: \_\_\_\_\_  
Evelyn Wilson, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Virginia Wright, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

All notices under this Agreement will be sent to:

City of Groveland  
Michael Hein, City Manager  
156 South Lake Avenue  
Groveland, Florida 34736

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

By: \_\_\_\_\_  
Martha MacFarlane, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
John Brock, Town Clerk

Approved as to form and legality:

\_\_\_\_\_  
Tom Wilkes or Heather Ramos  
Town Attorneys

All notices under this Agreement will be sent to:

Town of Howey-In-The-Hills  
Martha MacFarlane, Mayor  
101 North Palm Avenue  
Howey-In-The-Hills, Florida 34737

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

TOWN OF LADY LAKE, FLORIDA

By: \_\_\_\_\_  
James Rietz, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Nancy Slaton, Town Clerk

Approved as to form and legality:

\_\_\_\_\_  
Derek A. Schroth, Town Attorney

All notices under this Agreement will be sent to:

Town of Lady Lake  
James Rietz, Mayor  
409 Fennell Boulevard  
Lady Lake, Florida 32159

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
John Christian, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

All notices under this Agreement will be sent to:

City of Leesburg  
John Christian, Mayor  
501 West Meadow Street  
P.O. Box 490630  
Leesburg, Florida 34749-0630

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF MASCOTTE, FLORIDA

By: \_\_\_\_\_  
Steven Sheffield, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Stephanie Abrams, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Andrew Hand, City Attorney

All notices under this Agreement will be sent to:

City of Mascotte  
Attn: City Manager  
100 East Myers Boulevard  
Mascotte, Florida 34753



**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF MINNEOLA, FLORIDA

By: \_\_\_\_\_  
Pat Kelley, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Christina Stidham, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Scott Gerken, City Attorney

All notices under this Agreement will be sent to:

City of Minneola  
Mark Johnson, City Manager  
Post Office Drawer 678  
800 North U.S. Highway 27  
Minneola, Florida 34715

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

TOWN OF MONTVERDE, FLORIDA

By: \_\_\_\_\_  
Joe Wynkoop, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Sandra Johnson, Town Clerk

Approved as to form and legality:

\_\_\_\_\_  
Anita R. Geraci-Carver, Town Attorney

All notices under this Agreement will be sent to:

City of Montverde  
Paul Larino, Town Manager  
17404 Sixth Street  
P.O. Box 560008  
Montverde, Florida 34756-0008

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF MOUNT DORA, FLORIDA

By: \_\_\_\_\_  
Crissy Stile, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Sherry G. Sutphen, City Attorney

All notices under this Agreement will be sent to:

City of Mount Dora  
Patrick C. Comiskey, City Manager  
P.O. Box 176  
Mount Dora, Florida 32757-0176

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF TAVARES, FLORIDA

By: \_\_\_\_\_  
Amanda Boggus, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Susie Novak, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Lindsay Holt, City Attorney

All notices under this Agreement will be sent to:

City of Tavares  
John Drury, City Administrator  
P.O. Box 1068  
Tavares, Florida 32778-1068

**INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

---

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF UMATILLA, FLORIDA

By: \_\_\_\_\_  
Kent Adcock, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Gwen Johns, Interim City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Kevin M. Stone, City Attorney

All notices under this Agreement will be sent to:

City of Umatilla  
Scott Blankenship, City Manager  
P.O. Box 2286  
Umatilla, Florida 32784-2286

**FLORIDA OPIOID ALLOCATION AND  
STATEWIDE RESPONSE  
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,  
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

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

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

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

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

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention 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;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

## A. Definitions

As used in this Agreement:

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 in 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. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).
6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.
7. “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.
8. “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>.
9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

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

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “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.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “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.

15. “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 Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it 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, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal 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. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.



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

18. "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.

19. "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 or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

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. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds 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, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality 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 paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(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 State will appropriate the regional share for each County and pay that share through DCF 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 as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds 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 amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- 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%

6. 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, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds 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 Government representatives.

(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 of 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 four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (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 or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. 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.
- (i) Accountability - The State and each of the Local Governments 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 expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (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.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund 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. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **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.

9. **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.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **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 full contingent fees of Local Governments 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 in connection with the Settlement because their participation increases the amount of 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 Agreement 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 payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund 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 Agreement, by order of 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.

13. **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,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of



amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

**C. Other Terms and Conditions**

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

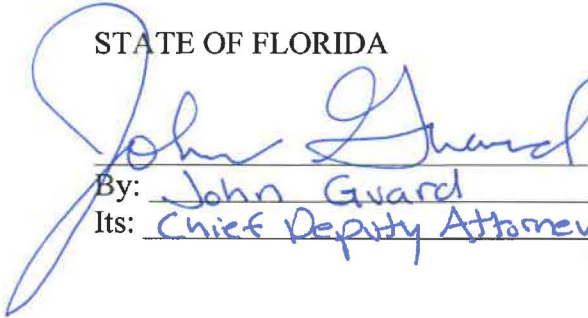
11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

**IN WITNESS THEREOF**, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA  
  
By: John Guard DATED 11/15/2021  
Its: Chief Deputy Attorney General

# **EXHIBIT A**

## 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.<sup>1</sup>

#### 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.

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<sup>1</sup> 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.

# **EXHIBIT B**

## 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:<sup>2</sup>

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,

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<sup>2</sup> 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.

# EXHIBIT C

<b>County</b>	<b>Allocated Subdivisions</b>	<b>Regional % by County for Abatement Fund</b>	<b>City/County Fund %</b>
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%



	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%



	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** January 10, 2022

**MEETING DATE:** January 18, 2022

**SUBJECT:** City Wide Water Line Replacement Design Contract

**ISSUE:** Contract Approval – Mittauer and Associates, Inc

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**BACKGROUND SUMMARY:**

Mittauer Engineering has submitted a water line replacement design contract proposal. The specific water lines are in seven geographic areas around town. At a previous Meeting, Council was provided a Power Point Presentation highlighting those areas deemed most critical for reliable water and lack of fire protection.

ARPA Funds will be used to pay for this design.

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**STAFF RECOMMENDATIONS:** Approval

**FISCAL IMPACTS:** \$222,200 ARPA Funds

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**MITTAUER**  
**& ASSOCIATES, INC.**  
CONSULTING ENGINEERS &  
PROJECT FUNDING SPECIALISTS

January 7, 2022

580-1 WELLS ROAD  
ORANGE PARK, FL 32073  
PHONE: (904) 278-0030  
FAX: (904) 278-0840  
WWW.MITTAUER.COM

The Honorable Kent Adcock, Mayor, and City Council  
City of Umatilla  
P.O. Box 2286  
Umatilla, FL 32784-2286

RE: Engineering Services Agreement  
Water Main Replacements  
City of Umatilla, Florida  
Mittauer & Associates, Inc. Project No. 1402-04-1

Dear Mayor Adcock and Council Members:

We are pleased to present the following Engineering Services Agreement for the Water Main Replacement project to serve the City of Umatilla, Florida. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Umatilla, the Client, for the fees stipulated hereafter.

### **SCOPE OF SERVICES**

The Engineer shall provide the following topographic survey, engineering design, and permitting services associated with the proposed water main replacement project which will involve replacing and/or upsizing old galvanized iron, cast iron, and PVC water mains with new PVC water main. The project will consist of seven (7) areas within the City in which the existing water mains will be upsized and/or replaced. Area No. 1 will include Pearl Street, Oxford Street, Grandview Avenue, and Hillside Avenue. Area No. 2 will include East Lake Street, Pine Street, and Whitcomb Avenue. Area No. 3 will include Outlook Street, Highland Avenue, and Orange Avenue. Area No. 4 will include Palm Court, Orange Court, and Oak Street. Area No. 5 will include Buford Avenue, Davis Avenue, and Kentucky Avenue. Area No. 6 will include Lakeview Street, Wafford Street, and Mebane Street. Area No. 7 will include Golden Gem Drive, Roberts Street, and Blanche Avenue.

#### **ITEM A - TOPOGRAPHIC SURVEY AND SUBSURFACE UTILITY ENGINEERING**

The Engineer's shall obtain on-site, above-ground field topographic survey information at the immediate areas of proposed work as necessary for the preparation of construction drawings and preparation of the permit applications. The Engineer will not attempt to expose subsurface utilities but will locate subsurface utilities exposed by others.

### **ITEM B - ENGINEERING DESIGN**

The Engineer shall perform an engineering design of the project based on the areas identified by the Client as requiring water main replacement. Design will include the preparation of engineering drawings and specifications in a format which is acceptable to the funding agency and the various permitting authorities. .

### **ITEM C - PERMIT APPLICATIONS**

1. **FDEP WATER TRANSMISSION/DISTRIBUTION SYSTEM:** The Engineer shall prepare a FDEP Water Transmission/Distribution System Construction Permit Application for the construction of the proposed improvements. .
2. **LAKE COUNTY R-O-W/UTILITY PERMIT:** The Engineer shall prepare a Lake County R-O-W/Utility Permit(s) for construction within County Road rights-of-way.

The Engineer shall assist the Client in attempting to obtain permit application fee waivers/reductions. All remaining permit application fees shall be paid for by the Client.

### **ITEM D - GRANT FUNDING ASSISTANCE**

The Engineer shall assist the Client in attempting to secure grant funding for the project through Legislative Appropriation requests and /or the St. Johns River Water Management Cost Share program, at no additional cost to the Client. Should grant funding from one or more of these programs be secured, the Engineer shall be compensated appropriately for managing the grant(s) from the grant funding source(s) monies.

### **ITEM E - ENGINEERING SERVICES DURING BIDDING AND CONSTRUCTION**

The Engineer shall negotiate a separate contract for engineering bidding/construction phase services for each portion/phase of the designed and permitted project that is to be bid and constructed. These services may include bidding & award, construction administration, grant management, and resident observation.

### **ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER**

The Client shall provide copies of all available pertinent studies and reports, record drawings, GIS mapping data, and related available information pertaining to the project to the Engineer prior to the Engineer commencing work. The Client shall provide all regulatory agency permit application fees and related items required by the agencies and all project advertising costs. The Engineer's scope of services does not include geotechnical services, subsurface utility engineering (SUE), zoning related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain

permitting and/or flood plain mitigation, boundary or easement surveys, subdivision platting, LEED Consultation/Design or value engineering.

### SCHEDULE OF FEES

For Item A - Topographic Surveying and Subsurface Utility Engineering, the Engineer shall be paid a lump sum fee of \$66,000.

For Item B - Engineering Design, the Engineer shall be paid a lump sum fee of \$141,200.

For Item C - Permit Applications, the Engineer shall be paid a combined lump sum fee of \$15,000.

For Item D - Grant Funding Assistance, no charge.

For Item E - Engineering Services During Bidding & Construction, to be determined on a project by project basis.

**TOTAL ENGINEERING DESIGN FEE = \$222,200**

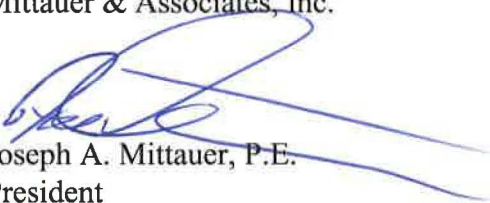
The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and for changes in the project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax or value added tax (VAT), should it be required by law.

### ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,  
Mittauer & Associates, Inc.

  
Joseph A. Mittauer, P.E.  
President

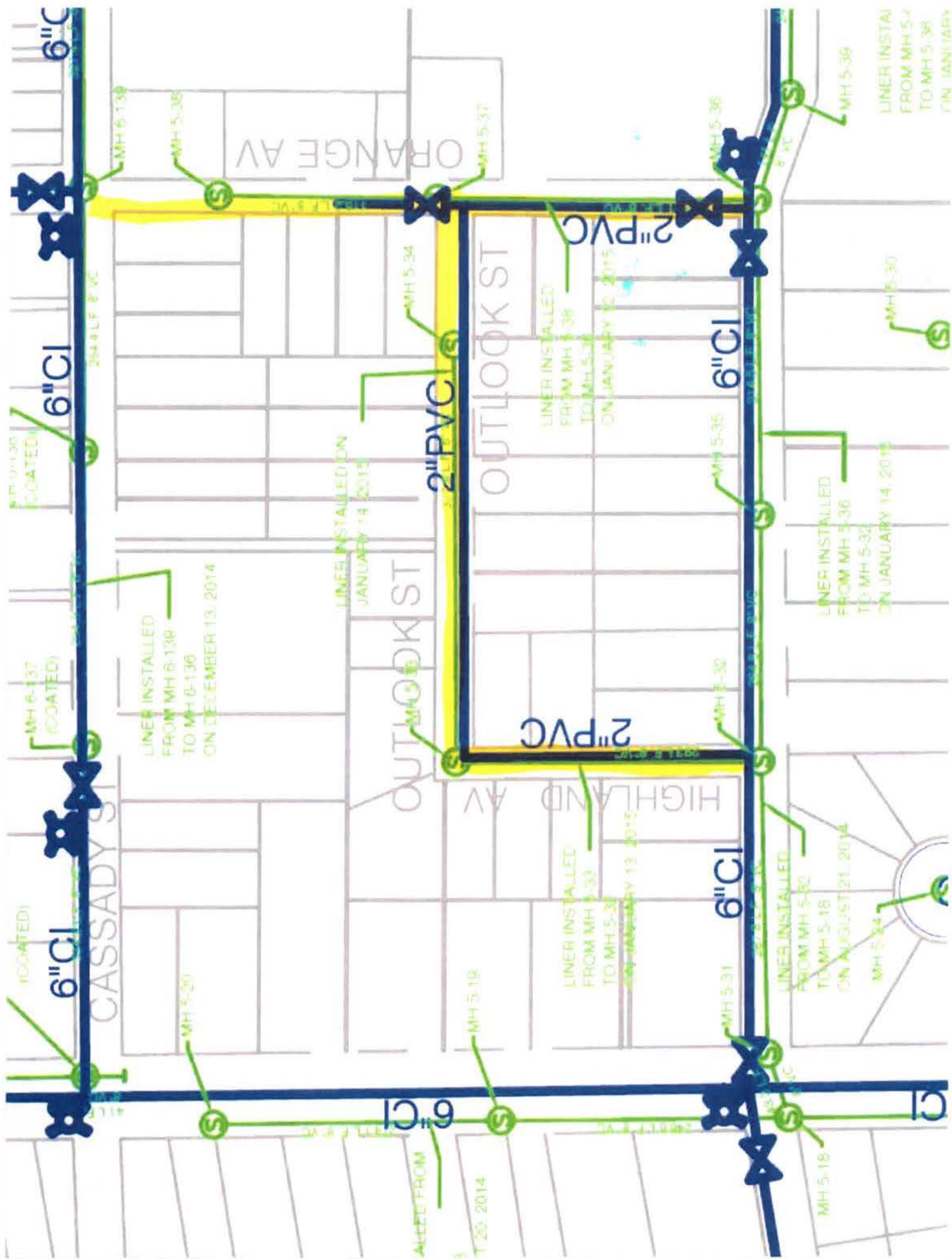
Accepted by  
City of Umatilla, Florida

By: \_\_\_\_\_  
Scott Blankenship, City Manager

JAM/TPN/pj

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





LINER INSTALLED FROM MH 5-4 TO MH 5-36 (IN JANITARY)

LINER INSTALLED FROM MH 5-36 TO MH 5-32 ON JANUARY 14, 2015

LINER INSTALLED FROM MH 5-36 TO MH 5-34 ON JANUARY 12, 2015

LINER INSTALLED ON JANUARY 14, 2015

LINER INSTALLED FROM MH 6-139 TO MH 6-136 ON DECEMBER 13, 2014

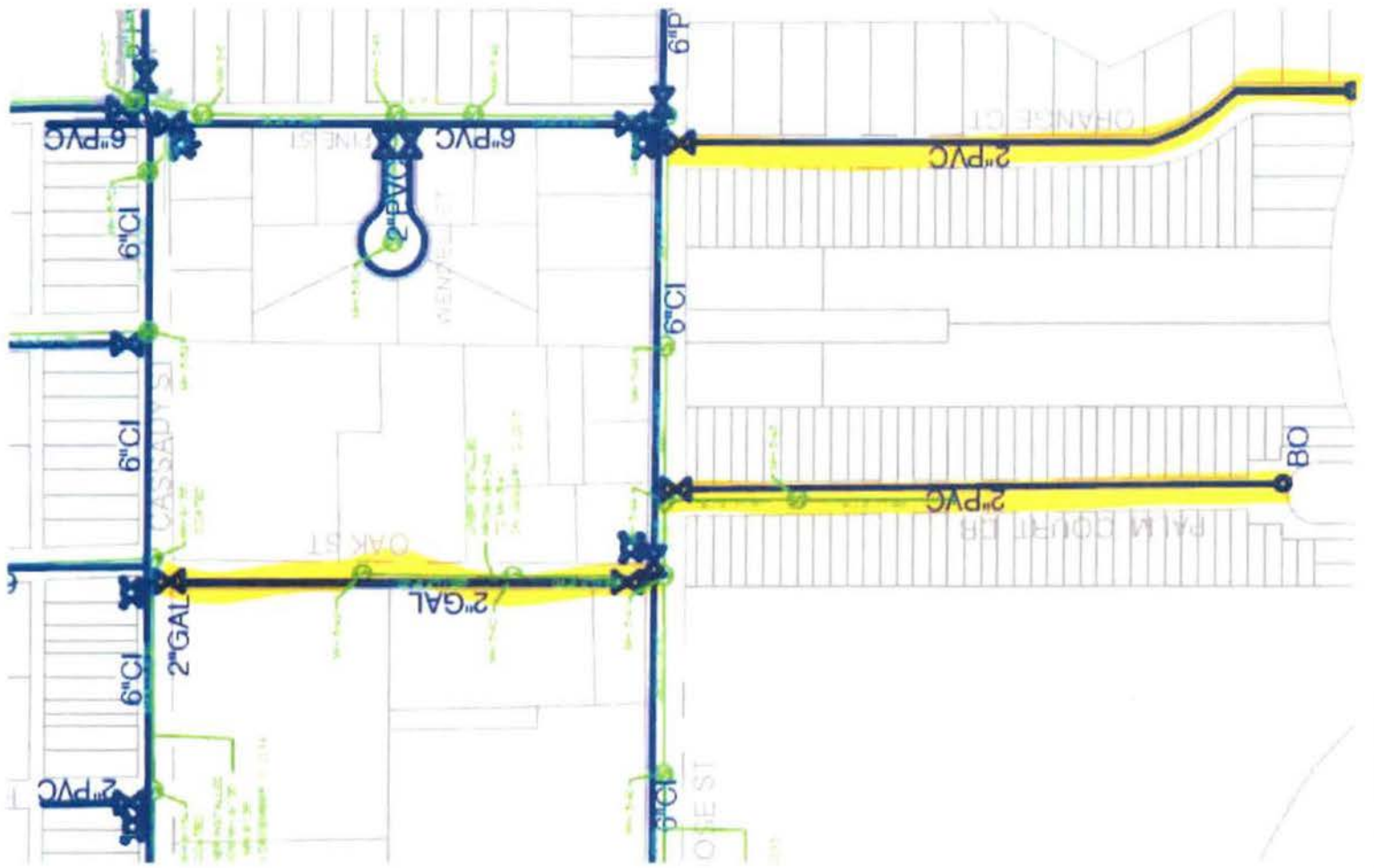
LINER INSTALLED FROM MH 5-82 TO MH 5-18 ON AUGUST 21, 2014

LINER INSTALLED FROM MH 5-33 TO MH 5-31 ON JANUARY 13, 2015

AS PER T-20, 2014









LINER INSTALLED ON  
SEPTEMBER 12, 2014

LINER INSTALLED ON  
JANUARY 10, 2015

LINER INSTALLED ON  
JANUARY 19, 2015

LINER INSTALLED  
FROM MH 6-39  
TO MH 6-35  
ON DECEMBER 7, 2014

LINER INSTALLED  
FROM MH 6-36  
TO MH 6-38  
ON SEPTEMBER 15, 2014

LINER INSTALLED  
FROM MH 6-35  
TO MH 6-38  
ON DECEMBER 9, 2014

LINER INSTALLED  
FROM MH 6-35  
TO MH 6-32 ON  
JANUARY 16, 2015

LINER INSTALLED  
FROM MH 6-32  
TO MH 6-26  
ON JANUARY 16, 2015

LINER INSTALLED  
FROM MH 6-29  
TO MH 6-26  
ON JANUARY 9, 2015

LINER INSTALLED  
FROM MH 6-31  
TO MH 6-29  
ON SEPTEMBER 19, 2014

LINER INSTALLED ON  
JANUARY 8, 2015

MAIN FROM LIFT  
#1 TO  
LE 6-39

FORCE MAIN FROM LIFT  
STATION #1 TO  
MANHOLE 6-39

LINER INSTA  
FROM MH 6  
TO MH 6-42  
ON DECEM

B.O.

GUERRANT ST

GUERRANT

GRANDVIEW

HILLSIDE AV

TENNESSEE AV

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PEARL ST

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MH 6-31

MH 6-30  
(COATED)

MH 6-27

MH 6-28

MH 6-97 (?)

MH 6-26  
(COATED)

MH 6-39

MH 6-43

MH 6-42

MH 6-41

MH 1-13

MH 1-14

MH 6-44

MH 1-17

MH 6-40

MH 6-37

MH 6-33

MH 6-34

MH 1-18

MH 6-41

MH 6-38

MH 6-32

MH 6-29

MH 6-26  
(COATED)

MH 6-27

MH 6-26

MH 6-97 (?)

MH 6-26  
(COATED)

MH 6-26  
(COATED)

BRAIN

EDGEWATER

PALM LAKE

LA GEN

OWENS

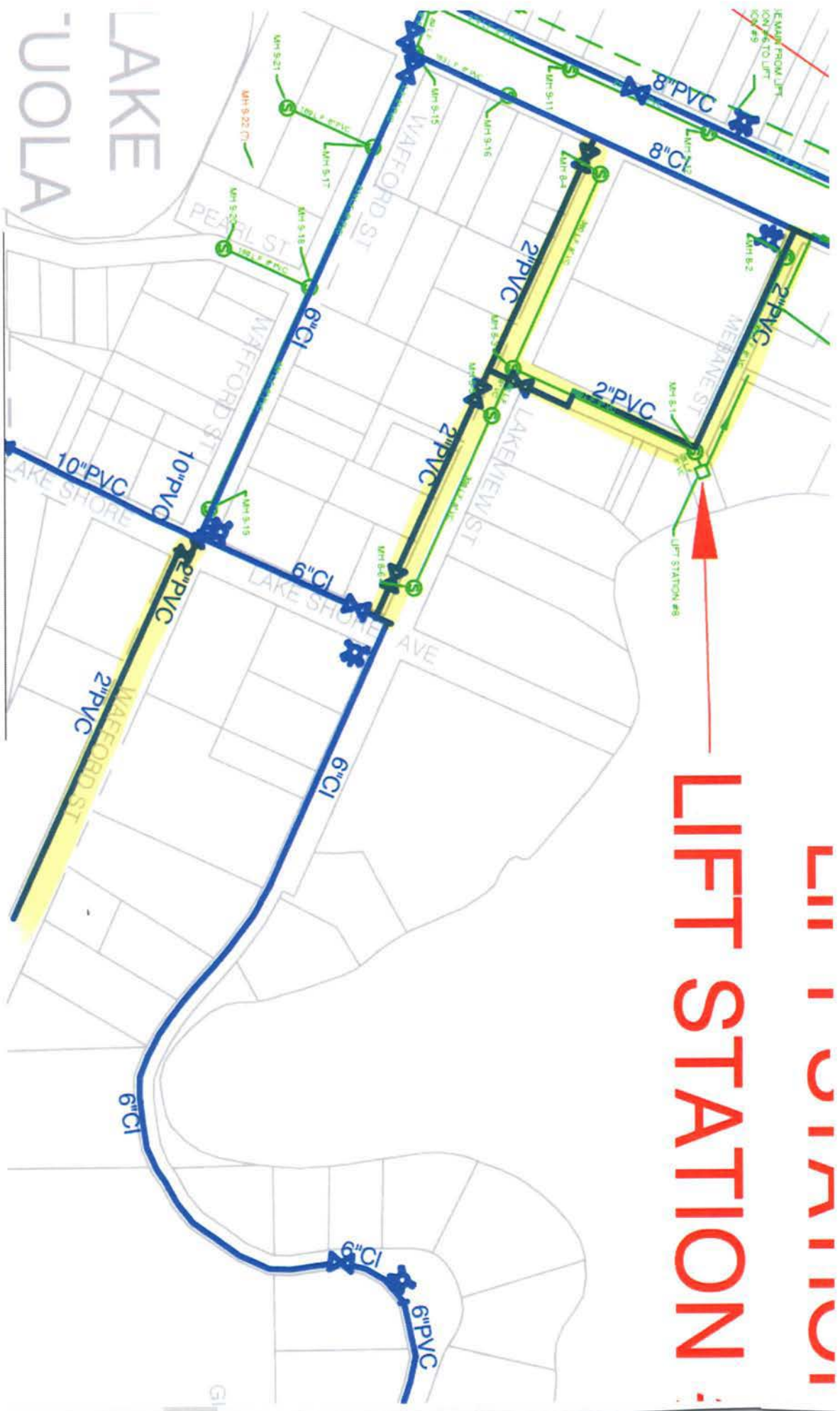
BLVD

TUL



# LOCATION

## LIFT STATION



**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** January 10, 2021

**MEETING DATE:** January 18, 2022

**SUBJECT:** Water and Wastewater Master Plan Updates – Utility System Rate Analysis and Impact Fee Study

**ISSUE:** Contract Approval

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**BACKGROUND SUMMARY:**

Halff Engineering has submitted a contract proposal for the City’s Waste Water Master Plan Update to include the Water System Master Plan Update, Water and Waste Water Line Atlas Inventory, along with a Water and Waste Water Rate and Impact Fee Study. The most recent study was adopted in 2009 and a Utility Rate Analysis was adopted in 2014.

Halff will produce a Wastewater System Master Plan Update to be utilized by the City in planning for expansion of the existing collection and transmission systems, identifying estimated locations and costs for capital expansion components such as lift stations and force mains. The results of the Master Plan will be utilized to utilize existing wastewater production billing rates and wastewater impact fees, as well as scheduling major wastewater system improvements. The results of the Master Plan will also give the City a tool for negotiations with potential developers of land within the City’s service area, as related to capital improvements and associated impact fee credits for developer installed infrastructure.

Halff will provide the City an updated Utility Atlas. They will work with the City Utility Department to update the existing waterline and wastewater line maps, including all available information on valves, fire hydrants, lift stations, air release valves, manholes, etc. Halff shall utilize the existing utility line maps, and update said maps to include all new water and wastewater lines that have been installed with new development within the City of Umatilla since the map was last updated.

Halff will contract with GovRates to provide a Water and Wastewater Rate and Impact Fee Study to make recommendations to the City of Umatilla for updating both utility billing rates and impact fees for customers.

ARPA Funds will be used to pay for this contract.

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**STAFF RECOMMENDATIONS: Approval**

**FISCAL IMPACTS: \$179,500 ARPA Funds**

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Via Email @ [amercer@umatillafl.org](mailto:amercer@umatillafl.org)

January 7, 2022

Aaron Mercer, Director of Public Works  
City of Umatilla  
1 South Central  
Umatilla, Florida 32784

**RE: CITY OF UMATILLA – WASTEWATER SYSTEM and WATER SYSTEM  
MASTER PLAN UPDATES, UTILITY SYSTEM RATE ANALYSIS AND IMPACT  
FEE STUDY**

Scope of Services – Halff, Inc. is pleased to submit for your approval the following engineering proposal for providing wastewater system master planning services, and collection and transmission system condition assessment for the City of Umatilla, as outlined below:

**HALFF will perform the following tasks under this contract.**

**TASK 100 WASTEWATER SYSTEM MASTER PLAN UPDATE**

Halff will produce a Wastewater System Master Plan Update to be utilized by the City in planning for expansion of the existing collection and transmission systems, identifying estimated locations and costs for capital expansion components such as lift stations and force mains. The results of the Master Plan will be utilized to utilize existing wastewater production billing rates and wastewater impact fees, as well as scheduling major wastewater system improvements. The results of the Master Plan will also give the City a tool for negotiations with potential developers of land within the City's service area, as related to capital improvements and associated impact fee credits for developer installed infrastructure. This analysis shall generally include the following information:

1. Review of the City's Chapter 180 Utility Service Area, JPA with Lake County and JPA with the City of Eustis with the Public Works Department and City Planner for the purposes of determining the ultimate potential wastewater population to be served within the 20-year planning future. Review of existing City operating records will be utilized to determine wastewater production rates within the existing service area. The population projections and usage rates will be utilized to forecast future wastewater generation.

Note: City Planner will provide Halff with the 20-year population projections necessary to complete the report. It is anticipated that the population projections found in the City's Consumptive Use Permit will partially satisfy this need. Other information to be provided by the City includes Future Land Use Maps, previous Planning Documents, and any other studies or reports related to the City's wastewater infrastructure.

2. Evaluation of the existing infrastructure and determination and analysis of the proposed Capital infrastructure required for the collection and transmission of wastewater from throughout the service area, as necessary to serve the 20-year projected demands.
3. Halff will work with the City to prepare a new Capital Wastewater Line Map, showing the location and size of all existing, as well as anticipated, future capital force mains and lift stations anticipated for serving the City's service area.
4. Halff will research available loan and grant programs which may be available to the City for funding the identified capital improvements found in the report.

Deliverables include:

- Wastewater System Master Plan Report detailing the alternatives, outlining the costs of each alternative, and a recommendation of the most feasible option, including:
  - Population Projections (prepared in partnership with the City's Planning Department)
  - Planned System Improvements
  - Schedule for Estimated System Improvements
  - Preliminary Cost Estimates for Improvements

**FEE: \$79,700.00**

## **TASK 200 WATER SYSTEM MASTER PLAN UPDATE**

Halff will produce a Water System Master Plan Update to be utilized by the City in planning for expansion of the existing treatment and distribution systems, identifying estimated locations and costs for capital expansion components such as wells, water treatment plants, and capital distribution lines. The results of the Master Plan will be utilized to update existing water usage billing rates and water impact fees, as well as scheduling major water system improvements. The results of the Master Plan will also give the City a tool for negotiations with potential developers of land within the City's service area, as related to capital improvements and associated impact fee credits for developer installed infrastructure. This analysis shall generally include the following information:

1. Review of the City's Chapter 180 Utility Service Area, JPA with Lake County and JPA with the City of Eustis with the Public Works Department and City Planner for the purposes of determining the ultimate potential water population to be served within the 20-year planning future. Review of existing City operating records will be utilized to determine water demand





rates within the existing service area. The population projections and usage rates will be utilized to forecast future water demands.

Note: City Planner will provide Halff with the 20-year population projections necessary to complete the report. It is anticipated that the population projections found in the City's Consumptive Use Permit will partially satisfy this need. Other information to be provided by the City includes Future Land Use Maps, previous Planning Documents, and any other studies or reports related to the City's wastewater infrastructure.

2. Evaluation of the existing infrastructure and determination and analysis of the proposed Capital infrastructure required for the production, treatment and distribution of water throughout the service area, as necessary to serve the 20-year projected demands.
3. Halff will work with the City to prepare a new Capital Water Line Map, showing the location and size of all existing, as well as anticipated, future capital treatment improvements and capital waterlines anticipated for serving the City's service area.
4. Halff will research available loan and grant programs which may be available to the City for funding the identified capital improvements found in the report.

Deliverables include:

- Water System Master Plan Report detailing the alternatives, outlining the costs of each alternative, and a recommendation of the most feasible option, including:
  - Population Projections (prepared in partnership with the City's Planning Department)
  - Planned System Improvements
  - Schedule for Estimated System Improvements
  - Preliminary Cost Estimates for Improvements

**FEE: \$42,300.00**

### **TASK 300 WATER AND WASTEWATER LINE ATLAS**

Halff will work with the City Utility Department to update the existing waterline and wastewater line maps, including all available information on valves, fire hydrants, lift stations, air release valves, manholes, etc. Halff shall utilize the existing utility line maps, and update said maps to include all new water and wastewater lines that have been installed with new development within the City of Umatilla since the map was last updated. Once the overall line maps have been updated, Halff shall create an 11" x 17" Utility Line Atlas, consisting of multiple pages at a smaller scale to assist the City Utility Department Staff in locating improvements in the field. Note: The City Utility Department shall review all existing data and mark up any



incorrect information found in the existing map, as well as providing copies of all utility plans for developments being added to the map. The final product shall be delivered to the City in both hard copy and electronic .pdf copy.

**FEE: \$22,700.00**

**TASK 400 PROJECT ADMINISTRATION**

Halff will provide administrative services necessary to coordinate all aspects of the project.

**FEE: \$4,500.00**

**TASK 500 WATER AND WASTEWATER RATE AND IMPACT FEE STUDY**

Halff will contract with GovRates to provide a Water and Wastewater Rate and Impact Fee Study to make recommendations to the City of Umatilla for updating both utility billing rates and impact fees for customers.

**FEE: \$25,300.00**

**TASK 600 REIMBURSABLES**

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Exhibit A Section II Compensation.

**FEE: \$5,000.00**



### SUMMARY FEE SCHEDULE

TASK 100	\$ 79,700.00
TASK 200	\$ 42,300.00
TASK 300	\$ 22,700.00
TASK 400	\$ 4,500.00
TASK 500	\$ 25,300.00
TASK 600	\$ 5,000.00
<b>TOTAL</b>	<b>\$ 179,500.00</b>

**THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:**

1. Engineering Design
2. Land Surveying
3. Hydraulic Modeling

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** January 10, 2021

**MEETING DATE:** January 18, 2022

**SUBJECT:** Wastewater Bypass Design Project – Lakeside Avenue

**ISSUE:** Contract Approval

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**BACKGROUND SUMMARY:**

Halff Engineering has submitted a contract proposal to the City of Umatilla for utility locating, route survey, final design, permitting, project bidding and construction management for the City of Umatilla Lakeside Drive Avenue Force Main Diversion Project, a route of approximately 550LF.

The design is intended to divert the sewer flow from the Lakeside Avenue Lift Station #5 to an existing manhole located on the east side of SR19, in front of the Fox Den hotel, in order to relieve flow concerns on the existing 8" gravity sewer crossing of SR19 at Cassidy Street. Upon completion of this project, this will allow additional capacity for growth along the City northeastern portion of the service area.

ARPA Funds will be used to pay for this contract.

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**STAFF RECOMMENDATIONS:** Approval

**FISCAL IMPACTS:** \$29,035 ARPA Funds

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Via Email @ [amercer@umatillafl.org](mailto:amercer@umatillafl.org)

December 6, 2021

Aaron Mercer, Director of Public Works  
City of Umatilla  
1 South Central  
Umatilla, Florida 32784

**RE: City of Umatilla – Lakeside Avenue FM Diversion Project**

Scope of Services – Halff Associates, Inc. is pleased to submit this proposal to the City of Umatilla for utility locating, route survey, final design, permitting, project bidding and construction management for the City of Umatilla Lakeside Drive Avenue Force Main Diversion Project, a route of approximately 550LF. Halff understands that the Client intends to divert the flow from the Lakeside Avenue Lift Station #5 to an existing manhole located on the east side of SR19, in front of the Fox Den hotel, in order to relieve flow concerns on the existing 8" gravity sewer crossing of SR19 at Cassidy Street. The specific tasks required to complete this project are as follows:

**HALFF will perform the following tasks under this contract.**

**TASK 100 Underground Utility Locates**

Halff shall coordinate with Precise Locating Services to obtain underground utility locates along the proposed project route.

**FEE: \$2,850.00**

**TASK 200 Water Main Specific Purpose Survey**

Halff shall utilize the information provided above in Task 100 by Precise Locating to conduct a route survey of the proposed route listed above. Halff shall establish rights-of-way, and shall locate all existing above and below-grade utility improvements along all proposed routes. Estimated total length of all roadways listed above is 550 LF.

**FEE: \$6,000.00**

**TASK 300 Utility Engineering Design**

Halff shall prepare final engineering drawings for the proposed water mains along the routes described above. Utility lines shall be designed to meet all FDEP design requirements, making connections to existing utilities as possible along the route, and providing for reconnection of all existing water services.

**FEE: \$5,660.00**



#### **TASK 400 Utility Permitting**

Halff shall prepare the required permit applications and make submittal to the following agencies as necessary to properly permit the utility extensions:

1. FDEP Wastewater for force main extension
2. FDOT Utility Permit for SR19

**FEE: \$3,650.00**

#### **TASK 500 Construction Bid Documents**

Services to include preparation of construction contract bid documents and specifications. Halff shall coordinate with all qualified bidders during bid process and prepare final bid evaluations with recommendations to Client. Halff shall also prepare final contract documents between Owner and Contractor.

**FEE: \$4,375.00**

#### **TASK 600 Project Administration**

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

**FEE: \$1,500.00**

#### **TASK 700 Construction Administration Services**

Halff will prepare conformed drawings, and review shop drawing submittals, requests for information, pay applications, and change order requests from the selected contractor. Halff will conduct a pre-construction meeting and make periodic site visits to observe the construction and will submit the required close-out and clearance documentation to the City and other permitting agencies.

Based upon the on-site observations and a signed and sealed as-built survey provided by Contractor, Halff shall prepare and submit certifications of completions to the owner and the following State and local agencies as required:

- A. City of Umatilla
- B. Florida Department of Environmental Protection
- D. Florida Department of Transportation

**FEE: \$4,000.00**



**TASK 800 REIMBURSABLES**

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Exhibit A Section II Compensation.

**FEE: \$1,000.00**



## SUMMARY FEE SCHEDULE

TASK 100	\$ 2,850.00
TASK 200	\$ 6,000.00
TASK 300	\$ 5,660.00
TASK 400	\$ 3,650.00
TASK 500	\$ 4,375.00
TASK 600	\$ 1,500.00
TASK 700	\$ 4,000.00
TASK 800	\$ 1,000.00
<b>TOTAL</b>	<b>\$ 29,035.00</b>

### THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Application fees for submittal to regulatory agencies
2. Environmental Assessments
3. Geotechnical Investigations
4. Right-of-way and/or easement acquisition services (all proposed improvements anticipated to be installed within existing rights-of-way)
5. Sketch/legals for utility easements or right-of-way acquisition





**Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**APPROVED:**

Engineer: **HALFF ASSOCIATES, INC.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED:**

Client: **CITY OF UMATILLA**

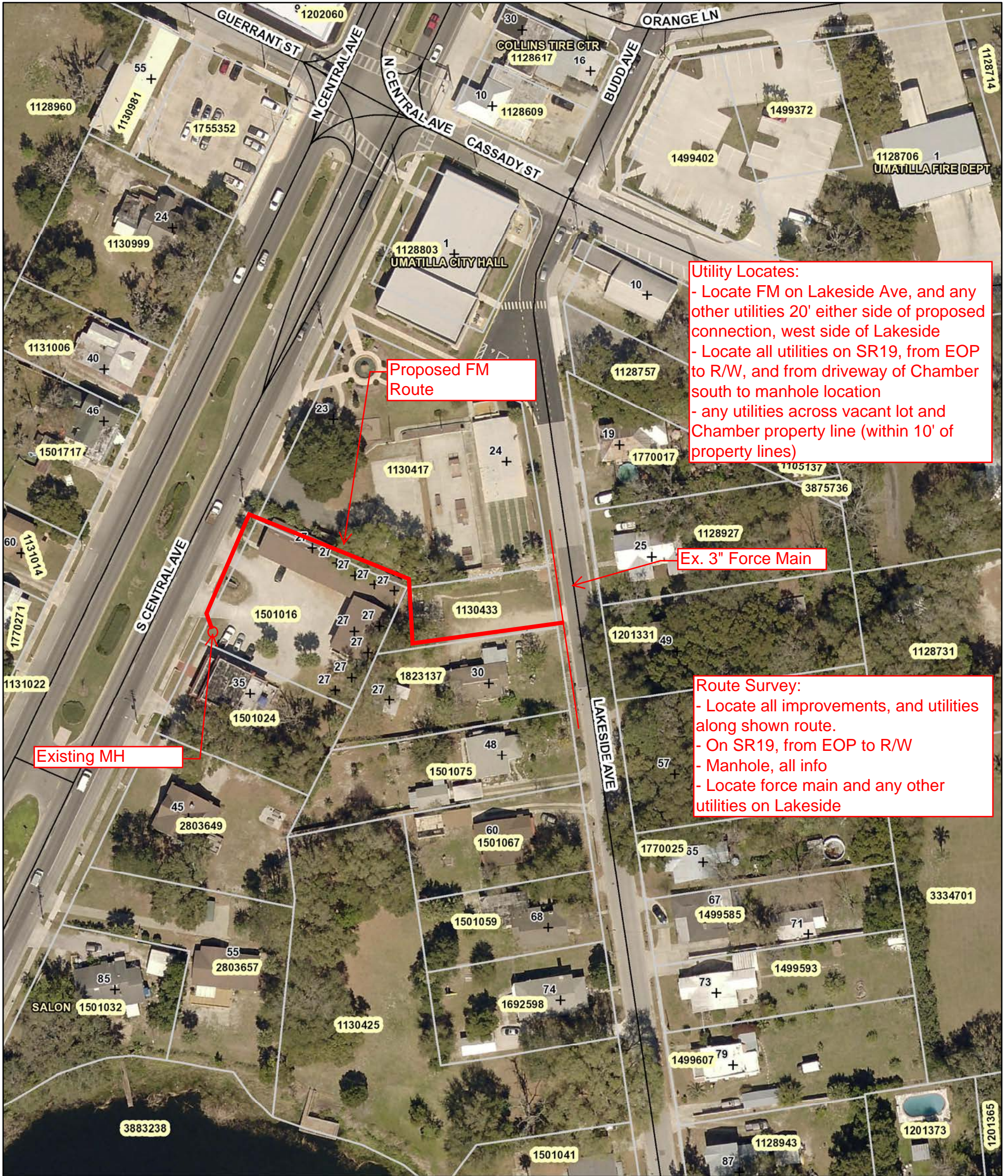
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# Lakeside Drive FM Diversion



**Utility Locates:**

- Locate FM on Lakeside Ave, and any other utilities 20' either side of proposed connection, west side of Lakeside
- Locate all utilities on SR19, from EOP to R/W, and from driveway of Chamber south to manhole location
- any utilities across vacant lot and Chamber property line (within 10' of property lines)

**Ex. 3" Force Main**

**Route Survey:**

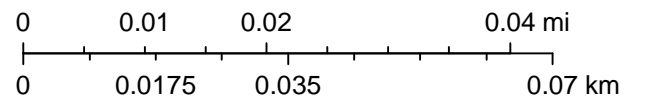
- Locate all improvements, and utilities along shown route.
- On SR19, from EOP to R/W
- Manhole, all info
- Locate force main and any other utilities on Lakeside

**Existing MH**

April 2, 2019

1:1,000

- County Boundary
- Street Names
- Local Streets
- Address Locations
- Property Name
- Tax Parcels Alternate Key
- Tax Parcels
- Surrounding Counties
- Annexations



Lake BCC

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** January 10, 2021

**MEETING DATE:** January 18, 2022

**SUBJECT:** State Road 19 South - Water Line Extension Design Contract

**ISSUE:** Contract Approval

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**BACKGROUND SUMMARY:**

Halff Engineering has submitted two contract proposals for water and sewer projects. The water line proposal will provide design for the extension of a 12-inch line south along the east side of SR19, from Lake Smith Road (Dollar General) to the City's ISBA Boundary, near the Mason Jar Restaurant. The proposal will include up to three crossings to the west side of SR19 and will provide water and fire protection.

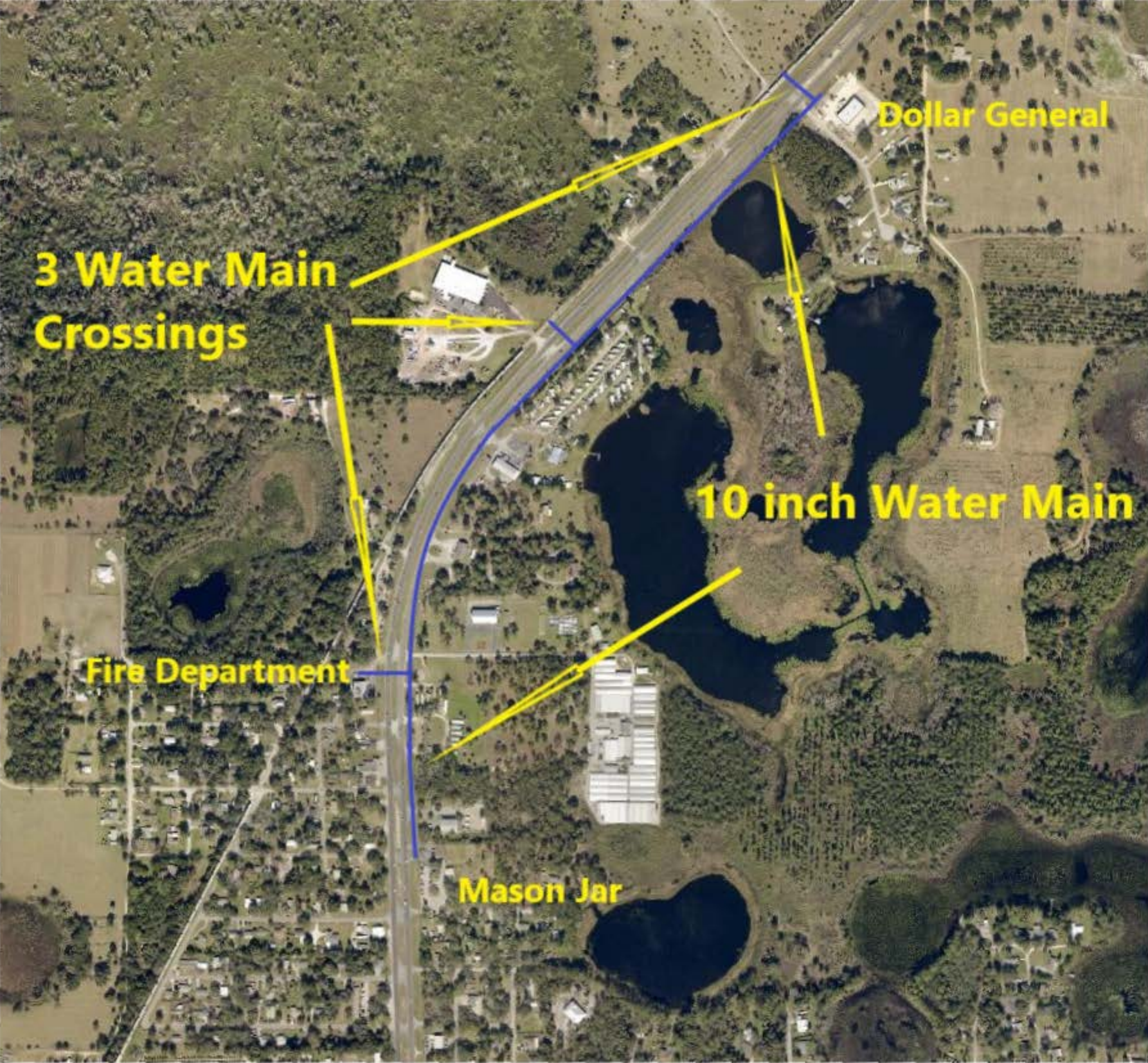
ARPA Funds will be used to pay for this design.

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**STAFF RECOMMENDATIONS:** Approval

**FISCAL IMPACTS:** \$89,350 ARPA Funds

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**Dollar General**

**3 Water Main Crossings**

**10 inch Water Main**

**Fire Department**

**Mason Jar**



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
December 28 2021 through January 3,2022

## ARRESTS

1/2/2022	12:05 pm	Julie Moody Umatilla	Booked into the Lake County Jail on a charge of Simple Battery Domestic.

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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## REPORTS FILED

12/28/2021	9:45 am	Officers responded to the Dollar General Store on the north end of the city. Store employees filed a report of shop lifting.
12/31/2021	12:15 am	Offices transported a person to Lifestreams Behavioral Center for treatment under the Baker Act.

## ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	95
TRAFFIC STOPS	43
TRAFFIC CITATIONS ISSUED	1



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF DECEMBER 21, 2021– DECEMBER 27, 2021

## ARRESTS


## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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## REPORTS FILED

12/15/2021	8:29 AM	Officers were dispatched to a residence on Blanche Avenue in reference to a domestic disturbance. Parties were separated and the juvenile was issued a WILA citation for a diversionary program and taken to school.
12/17/2021	8:30 pm	Officer's responded to a residence on Cayman Circle where there had been an altercation between neighbors. Neither person wished to pursue prosecution.
12/18/2021	9:50 pm	Officers contacted the Ocala Police Department after a person had called their sister making suicidal statements. OPD was able to locate the person and take him to a treatment facility.
12/22/2021	2:10 pm	Officers responded to the Circle K on SR19 and CR42 in reference to the theft of beer.
12/22/2021	8:17 pm	Officers took a report of a person throwing objects out of their vehicle onto the hood and windshield of another vehicle causing damage.
12/27/2021	1:22 pm	Officers took a report of threats being made to a former spouse.

## ACTIVITY BREAKDOWN

ARRESTS	0
DISPATCHED CALLS	84
TRAFFIC STOPS	28
TRAFFIC CITATIONS ISSUED	0



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
January 4, 2022 through January 10, 2022

## ARRESTS

1/5/2022	9:03	Alisha Klenke Umatilla	Retail theft two counts, fraudulent use of credit card and burglary to an unoccupied conveyance.

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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## REPORTS FILED

1/4/2022	6:55 pm	Officers responded to a report of a man urinating in public in the parking lot of East Lake Apartments.
1/9/2022	9:30 am	Officers located a juvenile who had wandered from home. The juvenile was returned to his mother.
1/10/2022	7:51 am	Officers responded to a residence on Aragon in relation to a violation of an injunction.
1/10/2022	1:26 pm	Officers took a report of the theft and forgery of a check from a residence on Oxford Street.

## ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	125
TRAFFIC STOPS	42
TRAFFIC CITATIONS ISSUED	0



**WEEK OF**  
**December 14, 2021 – December 21, 2021**


**CRIMINAL CITATIONS REQUIRING COURT APPEARANCE**

<b>12/14/2021</b>	<b>6:0</b>	<b>Gerald Slaseman Orlando</b>	<b>Driving with a suspended driver's license knowingly.</b>

**REPORTS FILED**

<b>12/14/2021</b>	<b>6:09 pm</b>	<b>Officers responded to a traffic crash on SR 19 and CR 450.</b>
<b>12/15/2021</b>	<b>8:29 am</b>	<b>Officers responded to a battery at 593 Blanche Ave. Officers issued a work in lieu of arrest notice to a juvenile subject.</b>
<b>12/15/2021</b>	<b>12:25 pm</b>	<b>Officers responded to the McDonalds at 400 Hatfield Dr. in reference to a fight in progress. Four juvenile subjects were trespassed from the property.</b>
<b>12/15/2021</b>	<b>6:57p m</b>	<b>Officers responded to a vehicle crash at CR 450 and Joshua Turner Ln.</b>
<b>12/15/2021</b>	<b>9:37p m</b>	<b>Officers responded to the Dollar General at 42420 SR 19 in reference to customers threatening employees. The subjects fled prior to the Officers arrival.</b>
<b>12/16/2021</b>	<b>12:42 pm</b>	<b>Officers responded to Lake View Terrace in reference to someone making fraudulent purchases on a credit card.</b>
<b>12/16/2021</b>	<b>10:42 m</b>	<b>Officers responded to 55 N Central Ave in reference to a vandalism.</b>
<b>12/16/2021</b>	<b>10:41p m</b>	<b>Officers responded to a verbal dispute at 305 Lakeside Ave. Parties were separated.</b>





# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
December 14, 2021 – December 21, 2021

12/17/2021	7:08p m	Officers again responded to 305 for another verbal argument. Parties were separated.
12/17/2021	8:30p m	Officers responded to 30 Cayman Circle in reference to a alleged battery stemming from road rage. The parties refused to cooperate with the investigation and refused prosecution.
12/20/2021	2:02 pm	Officers responded to a traffic crash at the Ace Hardware at 811 N Central Ave.

## ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	90
TRAFFIC STOPS	15
TRAFFIC CITATIONS ISSUED	1