



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the January 18, 2022
Regular Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 876 0722 6485 Password: 734544

For Dial In Only: Call 929.205.6099 Meeting ID: 876 0722 6485

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, JANUARY 18, 2022.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

HOTWIRE PROGRESS REPORT AND UPDATE

E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT AGENDA/ AND CHANGES TO AGENDA

F. GOOD AND WELFARE

G. MAYOR'S REPORT

H. CORONAVIRUS UPDATE

I. COUNCIL COMMENTS

J. TOWN MANAGER REPORT

- Film Permit Fees Collected in 2021

K. TOWN ATTORNEY REPORT

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. TOWN MAJOR PROJECTS UPDATE

- Center Island Pump Station and Roadway Report
- Civic Center Construction Update
- Perkins & Will Contracts Overview
 - Interior Design for Civic Center Building
 - Wellness and Community Center Building Conceptual Design and Rendering
 - Civic Center Site Masterplan to Include Recreational Facilities and Site Development
- Special Assessment Setting by SCS Engineers
- Pump Station #1 Alternative Location Study and Report

P. CONSENT AGENDA

- 1. Official Minutes of the November 16, 2021 Regular Town Council Meeting**
- 2. A Resolution of the Town Council Authorizing the Purchase of Four Chevrolet Tahoe Police Vehicles.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF FOUR CHEVROLET TAHOE POLICE VEHICLES AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2792.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2792.22

- 3. A Resolution of the Town Council Authorizing the Town to Join the State of Florida As A Participant in the Memorandum of Understanding for Allocation and Use of Opioid Litigation Settlement Proceeds.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN OF GOLDEN BEACH TO JOIN 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 FOR ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS; APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2793.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2793.22

Q. TOWN RESOLUTIONS

4. A Resolution of the Town Council Amending the Employment Agreement with Silvia Drobiarz.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE SILVIA DROBIARZ TO PROVIDE ADMINISTRATIVE ASSISTANT SERVICES IN THE CODE COMPLIANCE DEPARTMENT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2794.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2794.22

5. A Resolution of the Town Council Approving a Professional Services Contract between the Town and Estrada Hinojosa & Company, Inc. for Financial Advisory Services.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE TOWN OF GOLDEN BEACH AND ESTRADA HINOJOSA & COMPANY, INC., CONCERNING FINANCIAL ADVISORY SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2795.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2795.22

6. A Resolution of the Town Council Providing for the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments for High Speed Internet Services.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, PROVIDING FOR THE UNIFORM METHOD OF LEVYING, COLLECTING AND ENFORCING NON-AD VALOREM ASSESSMENTS FOR HIGH SPEED INTERNET SERVICES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, F.S. THROUGHOUT THE INCORPORATED AREA OF THE TOWN FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING AND TRANSMITTAL OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2796.22

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2796.22

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz
• Veteran's Memorial Plaque Selection

S. ADJOURNMENT:

DECORUM:

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS BY THE PRESIDING OFFICER. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COUNCIL CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS.

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IF YOU NEED ASSISTANCE TO ATTEND THIS MEETING AND PARTICIPATE, PLEASE CALL THE TOWN MANAGER AT 305-932-0744 EXT 224 AT LEAST 24 HOURS PRIOR TO THE MEETING.

RESIDENTS AND MEMBERS OF THE PUBLIC ARE WELCOMED AND INVITED TO ATTEND.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL. 33160

MEMORANDUM

Date: January 13, 2022

To: **Alexander Diaz**
Town Manager

From: Marie E. Talley
Community Development Specialist

Subject: **Film Permit Fees Collected**

I am submitting a report of Film Permit Fees collected for Calendar Year 2021.

As per Ordinance 535.09 Sec. 15-16(e):

Within sixty (60) days of the expiration of a calendar year, the Town Manager shall submit to the Town Council a report detailing all Film Production that took place in the Town during the preceding calendar year. Such report shall include, without limitation, the name of each Permittee to whom a permit was issued and the amount of permit fees collected.

I have attached a report based on fees collected since January 1, 2021.

Film Permits CY2021

Date(s)	Name/Production Co.	Address
Jan. 2021	GB Living Magazine	Various Locations
Jan 13-14	Go Scout, Inc Cindi Blair Productions	615 Ocean Blvd
Feb. 25	Group Therapy, LLC Tommy Hilfiger	605 Ocean Blvd
Feb. 2021	GB Living Magazine	Various Locations
Mar 16-17	Location Resources Horizon Photo Production	615 Ocean Blvd
Mar. 2021	GB Living Magazine	Various Locations
Apr. 2021	GB Living Magazine	Various Locations
Apr. 2	Location Resources Duck Box Productions LLC	641 Ocean Blvd
Apr. 13	Location Resources Cindi Blair Productions	263 Ocean Blvd
Apr. 29	Select Services	615 Ocean Blvd
May. 2021	GB Living Magazine	Various Locations
Jun. 2021	GB Living Magazine	Various Locations
Jun. 7	Cinema Giants	615 Ocean Blvd
Jul. 2021	GB Living Magazine	Various Locations
Aug. 2021	GB Living Magazine	Various Locations
Aug. 2	Isaac Levi LLC	601 Ocean Blvd
Aug. 3-7	Location South Do Revenge, Inc.	263 Ocean Blvd
Sep. 2021	GB Living Magazine	Various Locations
Oct. 2021	GB Living Magazine	Various Locations

Oct. 20	CPS Media	640 NID
Dec. 2021	GB Living Magazine	Various Locations
Total		

Type of Film Production	Fees Collected	
Still Photos	\$	250.00
Still Photos	\$	1,400.00
Still Photos	\$	1,000.00
Still Photos	\$	250.00
Still Photos	\$	1,400.00
Still Photos	\$	250.00
Still Photos	\$	250.00
Still Photos	\$	1,100.00
Still Photos	\$	2,000.00
Still Photos	\$	1,200.00
Still Photos	\$	250.00
Still Photos	\$	250.00
Motion	\$	3,000.00
Still Photos	\$	250.00
Still Photos	\$	250.00
Motion	\$	700.00
Motion	\$	15,750.00
Still Photos	\$	250.00
Still Photos	\$	250.00

Still Photos	\$	500.00
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Still Photos	\$	250.00
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	\$	30,800.00
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TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: January 18, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Lissette Perez,
Town Clerk 

Subject: Town Council Minutes

Item Numbers:

1

Recommendation:

It is recommended that the Town Council adopt the following attached minutes of the November 16, 2021 Regular Town Council Meeting.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the November 16, 2021
Regular Town Council Meeting called for 6:00 P.M.

Zoom Room Meeting ID: 898 1697 5191 Password: 281826

For Dial In Only: Call 929.205.6099 Meeting ID: 898 1697 5191

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO LPEREZ@GOLDENBEACH.US BY 2:00 P.M. TUESDAY, NOVEMBER 16, 2021.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 6:30 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Judy Lusskin, Councilmember Jaime Mendal, Councilmember Kenneth Bernstein (via zoom), Councilmember Bernard Einstein (via zoom).

Staff Present: Town Manager Alexander Diaz, Town Attorney Steve Helfman, Police Chief Rudy Herbello, Town Clerk Lissette Perez, Finance Director Maria Camacho

C. PLEDGE OF ALLEGIANCE

Chief Herbello led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

RECOGNITION OF OFFICERS OF THE QUARTER – tabled until next council meeting

SWEARING-IN OF NEW POLICE OFFICERS – Dylan Camacho, Jose Trujillo and Lay Rivacoba

E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT AGENDA/
AND CHANGES TO AGENDA

F. GOOD AND WELFARE

Lydia Eskenazi, 660 Golden Beach Drive

Stated she is very excited about the redesign of the Golden Beach town hall and would love to be involved. She is here because she doesn't want the town to forget about the fence on the north side of town. The fence is a mickey mouse fence and we need to

have a wall there and should do it sooner rather than later especially since we have construction going on.

Town Manager responded stating that this past year we have taken some more aggressive positions on that. We do have three proposals for construction of a permanent wall on the north side of town. Mayor has instructed him to find the resources to take that project to the next step. There is a true buy in from this Council to get the project started this fiscal year. Also thanked Mrs. Eskenazi for always letting the town know how they can do better and we appreciate that from our residents. Thank you for constantly reminding me.

G. MAYOR'S REPORT

Halloween party was a big success. What a great job. It was great seeing everyone, commended staff on putting it together. Regarding Hotwire the project is moving along. If you drive along Golden Beach Drive, you can see them installing the underground fiber. They still have a lot more work to do. Also in the process of coming to residents homes and doing an analysis regarding high-speed fiber and internet. Suggest and recommends if you have not made an appointment to call and schedule an appointment for them to do a full analysis of your property. Questioned the Town Manager about streetlights being on and then all of a sudden going out. This has been going on for some time and the streetlights make a difference. Wished everyone a happy and healthy new year. This is our last meeting of the year. Looks forward to seeing everyone at the New Year's Eve party.

H. CORONAVIRUS UPDATE

Stated that we hosted another vaccine event where residents were encouraged to come get their booster shots. We will not have a vaccine event while things have calmed down, we will be more of a concierge service. Mayor Cava has lifted the mask mandate in all public buildings, all of our staff are encouraged to wear masks while engaging with one another but it is now not required.

I. COUNCIL COMMENTS

Vice Mayor Lusskin

Thanked the staff for what they provided for Veteran's Day it was very much appreciated. Looks forward to Memorial Day and that we can really do a service and go back to the way we used to. Wanted to mention Michael Glidden, Destiny and Jisel for their work on the parties. Grateful that next year we'll be able to put the wall up on the north side.

Councilmember Mendal

Echoed what the Vice Mayor said, great job with the Halloween party. Asked if the Town Manager could talk about in his report what the priorities are this year with the town's lobbyist. Also echoed what the Mayor said about the street lights especially in the 400 block with the king tides, water is coming past the sidewalks and people especially at night are getting on to the street and it's dangerous.

Councilmember Einstein

Compliments and kudos to the town administration and everyone responsible for the Halloween event. Had a number of residents who came up to him and loved the event this year and to them it seemed nicer being closed off to the public. The king tides – very interestingly my wife who happens to put more mileage on Golden Beach streets

says that it seems that this year there seems to be less of a king tide event than previous years. Noticed that last year she tried to walk on Center Island and it was impossible. Hoped that fellow Councilmember Bernstein gets better soon after his procedure.

Councilman Bernstein

Thanked the Councilmember. Amazing job with the Halloween event. Heard so many people say that Golden Beach is the place to be for Halloween. Second, appreciates the Mayor saying something about the lights. Have seen some movement but there is still an occasional glitch. Starting to notice that with so many new homeowners and our ability to get together is increasing was thinking that maybe it is time we start trying to encourage more town events like a wine night on Wednesdays or Thursdays where residents can bring their own wine. Try to initiate some new events moving forward.

J. TOWN MANAGER REPORT

On behalf of the staff, we want to thank the Council for allowing the staff to join in the event alongside you. Thanked Michael Glidden and Jisel Krepp for putting the event together. As it relates to the issues in Town with the lighting, we are seeing faulty photocells. Almost like they are on motion sensors, have been working with FPL the last few months to get them addressed. If there is a light flickering or going on and off periodically that does not have a yellow band please let us know, as those are the ones that have been identified as defective. Our Veterans Day event was well received by many of our residents. Will continue to host those events on a moving forward basis. Will work with resident services to bring the wine social event back. Reminded the Council and residents that Town Hall will be closed next Thursday and Friday for the Thanksgiving break. Council will not meet in the month of December; we are in recess for the month of December. This year Mayor Singer has approved for me to be out of town from December 17- January 3rd. Lissette Perez the Town Clerk will be the Acting Manager during that time. Wished all the residents happy holidays. Stated we have two state requests this year one is \$750,000 for funding for the town bunker as part of the Civic Center. Two, is a water project for the moving of the pump station out of Tweddle Park so we have more green space to build additional facilities. As it relates to the design of Tweddle Park, so we can put it out to bid we need a design team to design something for us. We are going to be assessing a resident committee for that project. We did submit a grant last month to the state for monies to help us move the pumpstations. Thanked the staff, directors, and the Town Attorney publicly for all their hard work this past year.

K. TOWN ATTORNEY REPORT

None

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. TOWN MAJOR PROJECTS UPDATE

- Civic Center Complex Masterplan

Town Manager spoke stating that he is quite excited as the construction crews are starting full force working on the site. At this point there is no stopping, 180 piles went in and now we are waiting for them to cure. We have commitment from the contractor that they will be working throughout the holidays. There is a couple of owner change orders that they are working on with the contractor.

- Center Island Pump Station

Town Manager stated there is a process that we are going to engage our residents in come January for the new design of Tweddle Park. We did have some king tide issues this year on Center Island and in South parkway. The south park pump station had a faulty wire and we had a little bit of flooding but was quickly resolved. On Center Island however, we have had some issues as it relates to noise. There has been a resident who pleaded with the administration to move the temporary pumps due to noise. At one point we discontinued the pumps, in that 48-hour period the entire island flooded and caused severe damage to the landscaping. A request has been made multiple times to the administration to move the temporary pumps from their current locations because of the noise issue. The manager refuses to do so and will continue to refuse to do so. He feels that we should minimize the noise and the impact to the residents as a whole while the project is going on. The pump station hopefully will be delivered by the first quarter of next year. In the meantime, we ask all of our residents to bear with us. As it relates to the flagpole on Center Island. If you have not seen that flagpole, it is beautiful and it will be illuminated. And we hope to host our memorial day event there.

- Fiber Project

Town Manager stated that the hotwire project has commenced and it is well underway. Over 100 of our residents have already been engaged by the hotwire team and we encourage all of our residents to get the survey done sooner rather than later. I want to encourage all residents to make the right selections for their homes. Hotwire has asked our residents to now sign a new waiver. We are offering 1 gig speed for your homes because most of your devices cannot support speeds of more than 1 gig. So now, hotwire wants the residents to sign waivers acknowledging that they do not have devices that support speeds greater than 1 gig. Wants to caution our residents that when you make the decision to ask for additional speed, that you are not spending money on something you will not be able to use. Most of your devices have a cap on the rates they will function with. When you are talking about the upgrades, be very mindful of that. We do not want to be responsible for you asking for speeds that you cannot support. In the meantime, we have negotiated a very competitive TV package should you choose to switch from Atlantic Broadband to Hotwire. We believe that by getting the 1 gig and choosing Hotwires biggest package you will be saving more than half on your bill. Stated should your technology later on be able to handle more speeds you can upgrade then.

P. CONSENT AGENDA

- 1. Official Minutes of the September 27, 2021 Local Planning Agency Hearing**
- 2. Official Minutes of the September 27, 2021 Final Budget Hearing & Special Town Council Meeting**
- 3. Official Minutes of the October 19, 2021 Regular Town Council Meeting**
- 4. A Resolution of the Town Council Approving the Donation of \$2,000 to Best Buddies International.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING THE DONATION OF \$2,000.00 TO BEST BUDDIES INTERNATIONAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2787.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2787.21

- 5. A Resolution of the Town Council Approving An Agreement with David T. Caserta Government Relations, Inc.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A NEW AGREEMENT WITH DAVID T. CASERTA GOVERNMENT RELATIONSH, INC. FOR SONCULTING SERVICES FOR THE PERIOD BEGINNING NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2022; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2788.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2788.21

- 6. A Resolution of the Town Council Amending the Employment Agreement with Ingrid Gooden.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE INGRID GOODEN TO PROVIDE ACCOUNTING SERVICES; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2789.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2789.21

7. A Resolution of the Town Council Approving Amendment #2 to the 2020-2021 Fiscal Year Operating Budget.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVIN AMENDMENT #2 TO THE 2020-2021 FISCAL YEAR OPERATING BUDGET; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 7
Resolution No. 2790.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2790.21

Consensus vote 5 Ayes, 0 Nays. Items P1 – P7 pass.

Q. TOWN RESOLUTIONS

8. A Resolution of the Town Council Concerning A Special Assessment for High Speed Internet Services.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO PROVIDE FOR PUBLICATION OF NOTICE OF INTENT TO USE THE UNIFORM METHOD OF LEVYING, COLLECTING AND ENFORCING NON-AD VALOREM ASSESSMENTS FOR HIGH SPEED INTERNET SERVICES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, F.S.; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 8
Resolution No. 2791.21

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2791.21

A motion to approve was made by Vice Mayor Luskin, seconded by Councilmember Mendal.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Luskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

The motion passed.

Town Attorney spoke on the item. Stated this is one of the very first steps we need to take as part of ultimately adopting a special assessment on the internet service. This needs to be done under the law by the end of the year and that's why you see it here. It's slightly premature in the process, but is necessary in order to have the ultimate assessment put on the tax bills for next year. So, that when a homeowner is assessed he pays that assessment through his tax bill as opposed to being billed individually by the Town. We have to adopt this resolution now and put the county on notice that we will be coming forward with an assessment in the future so they are aware of it and they can begin to set in place a process for including the charges on the tax bills. Early in the year, we will have all of the public meetings imposing the assessment. This sets that in motion. It will be on your property taxes, it will be a fixed dollar amount, and it will appear like other line items on a tax bill.

Town Manager asked the attorney to manage the whole process on our behalf since our staff is overburdened. Could the firm take on that responsibility from a-z?

Town Attorney stated that they will prepare the notices that need to be mailed. He is making sure that you do not miss any deadlines that you need to meet.

Town Manager stated that he would feel more comfortable knowing that Steve's firm is handling this

Mayor Singer agreed.

Town Attorney stated that this is only the internet that is being contracted for by the town that everyone gets the same charge, all the lots.

Councilmember Einstein asked if it would only be for homeowners and not vacant lots

Town Manager stated that is correct that is the intent. It is the intent for any developed lots they will be asked to pay that fee. Whether or not they decide to accept Hotwire as their provider. If you would like not to use them, you will still pay the communication fee. If there is any empty lot then there is no service, unless the rate study identifies a way to justify the cost.

Town Attorney stated that until we do the special analysis, there may be a unique situation where there may be some overlay but the tax assessor is not going to make

the determination whether you are billed or not. If you have an improved lot, you are going to get charged for this service. If that lot is unimproved, the intent is to not charge an unimproved lot an assessment. There are improvements like sidewalks that assessments are charged for. If there is available service there, even if you don't live there you could get assessed for that service.

Town Manager stated that the intent of this assessment is not to make money. Stated that he would find it very challenging to charge a lot that is not receiving the service.

Town Attorney stated that you are not paying for the service but you are paying for the improvement that was put in the ground for that service.

Mayor Singer stated that we signed a contract that we guarantee 380 homes, we currently have 382 homes.

Town Manager stated that it would take 55 current homes to be taken off before we have that exposure. In the rate study, they will factor in a safe cushion as a reserve to cover those deficiencies. It was never the intent to charge a fee in that we are going to recoup or make money off something that is not benefitting from the service.

Town Attorney stated that it is not his intent to assess a lot owner for a service they are not getting. Hotwire has built into that rate structure their cost for putting in the fiber system in there. So when you are being assessed within that charge there is a recovery of the capitalist costs that went into building a system to bring it to your house. We have to get the study back from the special assessment consultant because there could be a very small charge not for the service, but for the infrastructure that is being put in the ground that is available to your home but you are not getting it. Stated that there is a benefit to a lot owner that they have access to high-speed internet service to their home. It may be small but it is certainly more beneficial than not having it. Not suggesting that you are charging for it, but the concept does take into account that the service is there without you receiving it.

Town Manager reiterated that it is not the intent of this Administration to pass on the cost of the service to our residents.

Town Attorney stated that in the analysis of a special assessment and when you put in infrastructure, for example when you put in a water line in front of a home and there is a special assessment for that water line, whether you take the service or not you get special assessed for that water line in the road. They may not pay a water bill because they did not tap into it, but they will be assessed.

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Bernard Einstein:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Town Manager Alexander Diaz
None Requested

Town Manager asked the Council to confirm if they are ok with the council meeting hours changing to 6 p.m. instead of 7 p.m. with the time change.

Mayor Singer also stated that in January the Council would come back to in person meetings.

Town Attorney stated that the declaration of emergency has ended.

Town Manager stated that the Council will be coming back in person but the public will continue participating via zoom.

S. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Councilmember Mendal seconded by Vice Mayor Lusskin.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:44 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: January 18, 2022

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

2

Subject: Resolution No. 2792.22 – Authorizing the Purchase of Four Chevrolet Tahoe's Police Vehicles

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2792.22 as presented.

Background and History:

Due to the current backlog with purchases of police vehicles, and in an abundance of caution the Town of Golden Beach Police Department is requesting Council approval to purchase four Chevrolet Tahoe's, and fully equip with emergency equipment. These vehicles will be instrumental for our daily police patrols and Public Safety. The Chief of Police is requesting the approval of the Town of Golden Beach Council in order to proceed with the request for said purchase.

Current wait times for new vehicle purchases is anywhere from six to 12 months.

Financial Impact:

Four Chevrolet Tahoe's Police Vehicles is \$194,300.00.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2792.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF FOUR CHEVROLET TAHOE POLICE VEHICLES AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES ; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase Four Chevrolet Tahoe Police Vehicles in order to continue to provide service to the police patrol unit and police protection to the residents of Golden Beach; and

WHEREAS, the costs to the Town to purchase and equip Four Chevrolet Tahoe's is projected to be \$194,300.00, includes: three vehicles – with a purchase cost of \$36,075.00 each; emergency equipment - purchase and installation for each vehicle cost not to exceed an additional \$12,500.00 for a total cost per unit of \$48,575.00; and

WHEREAS, the Town Council desires to utilize General funds to pay for the vehicles for Police Patrol; and

WHEREAS, the Chief of Police has recommended that the \$194,300.00 cost be taken from the Town's General Fund; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Authorization of Approval. The approval and execution of

the purchase agreement of Three Chevrolet Tahoe Vehicles, as described and outlined in the Agenda Item Report attached and incorporated herein, is hereby authorized and approved.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by _____, seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this ____ day of _____, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: January 18, 2022

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

3

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2793.22 – Authorizing the Town of Golden Beach to
Join the State of Florida As A Participant in the Memorandum of
Understanding for Allocation and Use of Opioid Litigation
Settlement Proceeds

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2793.22 as presented.

Background:

The Miami-Dade County Mayor's Office has reached out to all municipalities in the County to request that they join the County in signing onto a Memorandum of Understanding (MOU) with the State of Florida relating to the Opioid Litigation Settlement and an Interlocal Agreement with Miami-Dade County relating to the distribution of Opioid Litigation Settlement Funds allocated to the Regional Fund. A number of municipalities have already approved this MOU with the State of Florida and the Interlocal Agreement with the County.

Attached is a copy of the Miami-Dade County Memorandum and accompanying items pertaining to the Opioid Litigation Settlement. On September 1, 2021, the Miami-Dade Board of County Commissioners passed a Resolution which authorized the County to join the State of Florida and other local governments as a participant in the non-binding Florida Memorandum of Understanding (MOU) to implement a unified plan related to the allocation and use of any potential settlement proceeds received under current proposed settlement agreements or future settlement agreements as it relates to the legal case: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) ("Opioid MDL"), a lawsuit seeking damages associated with opioid use against several opioid manufacturers, distributors, and certain entities that have engaged in or are engaging in, the manufacture, marketing, promotion, or distribution of an opioid analgesic ("Pharmaceutical Supply Chain Participants").

By approving this Resolution, Golden Beach will sign an Inter Local Agreement with Miami-Dade County to be able to join as a participant in the non-binding Florida Memorandum of Understanding (MOU) to implement a unified plan related to the allocation and use of any potential settlement proceeds received under current proposed settlement agreements or future settlement agreements.

Financial Impact:

None.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2793.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN OF GOLDEN BEACH TO JOIN 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 FOR ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS; APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach, may have suffered harm as a result of the opioid epidemic; and

WHEREAS, the Town of Golden Beach recognizes that the entire State of Florida has suffered hard as a result of the opioid epidemic; and

WHEREAS, the State of Florida and lawyers representing various local governments involved in the Opioid Litigation have proposed a Florida Memorandum of Understanding (the "MOU") to provide a unified plan for the allocation and use of the prospective settlement dollars from the Opioid Litigation (the Opioid Funds"); and

WHEREAS, the Town of Golden Beach is not a litigating participant in that action and other than through its participation with the State is foreclosed from any opportunity to recover for any losses suffered; 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 opioid 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 Town of Golden Beach, and every other Florida city and county.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Authorization of Approval. The approval and execution of the agreement, as described and outlined in the Agenda Item Report attached and incorporated herein, is hereby authorized and approved.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by _____, seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden
Beach, Florida, this ____ day of _____, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

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 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 Slempp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempp@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

	<u>11/15/2021</u>
By: _____	DATED
Its: _____	

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].¹

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

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

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

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

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

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

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

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

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

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

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

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

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:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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

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

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

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

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

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

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

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

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
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%
Baker	Waldo		0.002988721299%
		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Maccleddy		0.023628329446%
		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
Bradford	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
		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%
	Bellevue			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%

**OPIOID SETTLEMENT
INTERLOCAL AGREEMENT GOVERNING USE OF
MIAMI-DADE COUNTY REGIONAL FUNDING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2021, by and between Miami-Dade County, a political subdivision of the State of Florida (“County”) and _____, a municipal corporation of the State of Florida located within the geographic boundaries of Miami-Dade County, Florida (“City”).

RECITALS

WHEREAS, during the 2010s, failures in the manufacture and distribution reporting systems for opioids, such as noncompliance with the Controlled Substances Act as well as the over-prescribing of opioids, resulted in opioid abuse, misuse, overdoses, addictions, and deaths throughout municipalities, counties, and states across the nation and contributed to the public health emergency and crisis commonly referred to as the opioid epidemic; and

WHEREAS, the opioid epidemic was also driven by increased consumption and the widespread availability of pharmaceutical opioids; and

WHEREAS, additionally, companies involved in the pharmaceutical supply chain including, but not limited to, distributors, manufacturers, dispensing companies, and marketing agencies contributed to the great harm suffered by the State of Florida and Miami-Dade County as a result of the opioid epidemic; and

WHEREAS, the State of Florida and Miami-Dade County as well as many of the municipalities therein were directly and detrimentally impacted by the opioid epidemic; and

WHEREAS, among other things, during the referenced timeframe, Florida ranked fourth in the nation for total health care costs attributed to opioid abuse and had the 11th highest drug overdose mortality rate in the nation with the number of drug overdose deaths in the state doubling from 1999 to 2014; and

WHEREAS, in addition, according to the 2015 annual report by the Florida Department of Law Enforcement, in the first half of 2015, heroin deaths jumped 100 percent in Miami-Dade County compared to the same period from the previous year, and deaths linked to fentanyl rose by 310 percent; and

WHEREAS, in response to such grim statistics and the crippling impact the opioid epidemic was having on Miami-Dade County, on January 24, 2017, the Miami-Dade Board of County Commissioners (“Board of County Commissioners”) approved Resolution No. R-198-17, and created the Miami-Dade Opioid Addiction Task Force (“Task Force”); and

WHEREAS, the Task Force was charged with developing a comprehensive opioid addiction action plan to halt the opioid epidemic in Miami-Dade County, and make

recommendations to (1) reduce opioid overdoses, (2) prevent opioid misuse and addiction, (3) increase the number of persons seeking treatment, and (4) support persons in Miami-Dade County who are recovering from addiction; and

WHEREAS, at the July 6, 2017 Board of County Commissioners' meeting, the Task Force presented its Final Report, which included 26 recommendations and on April 26, 2019, the Task Force issued its 2019 Implementation Plan, which: (1) includes 25 recommendations—two of its recommendations were merged—from the Final Report; (2) provides the current status of such recommendations, i.e., In Progress, Ongoing and Complete; and (3) recognizes that the end of the opioid epidemic does not end with conclusion of the Task Force and provides that when the Task Force sunset on April 30, 2019, its work would transition to the Miami-Dade County Addiction Services Board; and

WHEREAS, the opioid epidemic necessitated the County and City to expend funding to address matters directly related to the public health crisis, including but not limited to educational materials or safety materials; and

WHEREAS, the opioid epidemic has not waned in the County or City; and

WHEREAS, the City continues to suffer the financial strain caused by the opioid epidemic; and

WHEREAS, likewise, the County endures the fiscal toll of the opioid epidemic while it continues to offer programing and services countywide to combat and mitigate the harmful effects of same in the community; and

WHEREAS, due to the opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retail pharmacies to seek redress for the great harm caused by the opioid epidemic; and

WHEREAS, said litigating governmental entities include Miami-Dade County and nearly a quarter of the municipalities located therein; and

WHEREAS, the lawsuits filed by the litigating governmental entities and the County were consolidated with thousands of other lawsuits filed by state, tribal and local governmental entities in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid MDL"); and

WHEREAS, although negotiations regarding potential settlements of claims raised against some Opioid MDL defendants are ongoing, other defendants have tentatively reached settlement agreements; and

WHEREAS, specifically, on behalf of the State of Florida and its local governments, the Florida Attorney General ("Attorney General") has tentatively reached two multi-year settlement agreements among various parties including: (1) McKesson Corporation, Cardinal Health, Inc.,

and AmerisourceBergen Corporation; and (2) Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. (collectively, the “Settlement Agreements”); and

WHEREAS, pertinent negotiated terms of the Settlement Agreements include: (1) the settlement funds will be distributed to the State of Florida over an 18-year period as part of a global settlement, irrespective of whether the local government filed suit; (2) local governments must enter into the Florida Opioid Allocation and Statewide Response Agreement (the “Allocation Agreement”), attached hereto as Exhibit A, with the Attorney General to receive settlement monies; (3) the Allocation Agreement divides settlement monies into three funds, i.e., City/County Fund, Regional Fund, and State Fund; and

WHEREAS, the Allocation Agreement provides for the manner of distribution into each fund and purposes for which the monies may be used; and

WHEREAS, the Allocation Agreement requires that the County be deemed a “Qualified County” to be eligible to manage monies from the Regional Fund; and

WHEREAS, specifically, pursuant to the Allocation Agreement, a Qualified County is a county “that has a Population of at least 300,000 individuals and: (a) has an opioid task force 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 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 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 funds; and

WHEREAS, the parties recognize that local control over the Regional Fund is in the best interest of all persons within the geographic boundaries of Miami-Dade County and ensures that Regional Fund monies are available and used to address opioid-related matters within Miami-Dade County and are, therefore, committed to the County qualifying as a “Qualified County” and thereby receiving Regional Fund monies pursuant to the Allocation Agreement,

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

Section 1. DEFINITIONS

- A. Unless otherwise defined herein, all defined terms in the Allocation Agreement are incorporated herein and shall have the same meanings therein.
- B. “Miami-Dade County Regional Funding” shall mean the amount of the Regional Fund distributed and paid to Miami-Dade County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, as long as the following conditions precedent have been satisfied:

- A. Miami-Dade County being determined by the State of Florida to qualify as a “Qualified County” to receive and disburse Regional Fund monies under the Allocation Agreement;
- B. Execution of this Agreement by the County and the City as required by the Allocation Agreement to enable Miami-Dade County to become a Qualified County and directly receive and disburse Miami-Dade County Regional Funding to the City;
- C. Execution of all documents necessary to effectuate the Allocation Agreement in its final form; and
- D. Filing of this Agreement with the Miami-Dade County Clerk of the Courts as provided in section 163.01(11), Florida Statutes.

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM

The term of this Agreement and the obligations hereunder, commence upon the satisfaction of all conditions precedent identified in Section 2 above, run concurrently with the Allocation Agreement, and will continue until one (1) year after the expenditure of all Miami-Dade County Regional Funding, unless otherwise terminated in accordance with the provisions of the Allocation Agreement. 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 survive the termination or expiration of this Agreement.

Section 5. MIAMI-DADE COUNTY REGIONAL FUNDING

- A. Miami-Dade County Regional Funding must be used in accordance with the requirements of the Allocation Agreement.
- B. Miami-Dade County Regional Funding may be used to enhance current programs or develop new programs. However, Miami-Dade County Regional Funding is not intended to supplant current funding sources or general funds.
- C. Administrative Costs - The County is responsible for administering Miami-Dade County Regional Funding remitted pursuant to the Allocation Agreement and, County staff shall provide all support services including, but not limited to legal services, as

well as contract management, program monitoring, and reporting required by the Allocation Agreement. Accordingly, the County and City agree that the County is entitled to the maximum allowable administrative fee pursuant to the Allocation Agreement. The administrative fee will be deducted annually from Miami-Dade County Regional Funding, and the remaining funds will be spent as provided in the Allocation Agreement and distributed as provided herein.

- D. The City shall receive no more than its pro rata share of Miami-Dade County Regional Funding, based on the Negotiation Class Metrics provided for in the Allocation Agreement.
- E. Pursuant to the Allocation Agreement, the City and County may pool, commingle, or otherwise transfer, their shares of funds, in whole or part, to another county or municipality by written agreement.
- F. The County shall disburse the City's pro rata share of Miami-Dade County Regional Funding no later than 60 days from its receipt of such funding from the State.
- G. The City is encouraged to disburse a portion of its pro rata share of Miami-Dade County Regional Funding to Jackson Health System for the purposes provided for in the Allocation Agreement.

Section 6. LOCAL GOVERNMENT REPORTING REQUIREMENTS

To the extent that the City receives Miami-Dade County Regional Funding directly from the County, the City must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the Allocation Agreement. Failure to comply with this provision may disqualify the City from further direct receipt of Miami-Dade County Regional Funding. This remedy is not exclusive. The County has all rights at law and in equity arising from the City's non-compliance with or breach of this Agreement. In addition, the City shall:

- i. Prior to May 31st of each year, provide information to the County about how it intends to expend its allocated portion of Miami-Dade County Regional Funding in the upcoming year;
- ii. Report expenditures of its allocated portion of Miami-Dade County Regional Funding to the County no later than July 31st for the prior fiscal year of July 1 – June 30 annually; and
- iii. comply with the administrative requirements of the Allocation Agreement, including but not limited to, recordkeeping, reporting, monitoring, evaluation, and auditing.

Section 7. **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: (a) appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed; nor (b) appropriate or make monies available for the purposes of this Agreement other than from Miami-Dade County Regional Funding. 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 available Miami-Dade County Regional Funding annually which are designated for regional use pursuant to the terms of the Allocation Agreement. No liability shall be incurred by the County beyond the funds budgeted and available for the purpose of the Agreement from Miami-Dade County Regional Funding. If funds are not received by the County from the Regional Fund 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 City in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the then current fiscal year without penalty to the County.

Section 8. **INDEMNIFICATION**

Subject to the limitations of section 768.28, Florida Statutes, as it may be amended, the City shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners, principals or subcontractors. Additionally, the City shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, subject to the limitations of section 768.28, Florida Statutes, as may be amended. City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by City or self-insurance shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Section 9. **AUDITS AND INTERNAL REVIEWS BY THE OFFICE OF
MANAGEMENT AND BUDGET, OFFICE OF MIAMI-DADE COUNTY
INSPECTOR GENERAL AND THE COMMISSION AUDITOR**

The City understands that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

Office of the Inspector General. The attention of the City is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General ("IG") shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1 percent of the total contract amount.

The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the City from IG, the City shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG shall have the power to audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a City of its Code of Business Ethics, pursuant to Section 2-8.1 of the County Code.

The provisions in this section shall apply to the City, its subcontractors, and their respective officers, agents, and employees. The City shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the City, its subcontractors, or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the City, its contractors or third parties.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the City or third parties.

Section 10. NOTICES

All notices or communication under this Agreement shall be in writing and deemed received if delivered by certified or electronic mail to the persons identified below:

In the case of notice or communication to CITY:

TO BE ADDED BY THE CITY

In the case of notice or communication to MIAMI-DADE COUNTY:

MIAMI-DADE COUNTY
Attn: Daniel T. Wall, Assistant Director
Miami-Dade County Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Daniel.Wall@miamidade.gov

With a copy to:

MIAMI-DADE COUNTY
Attn: County Attorney,
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
gbk@miamidade.gov

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address or contact person, written notice of such new address or contact person shall be promptly sent to the other party.

Section 11. SEVERABILITY

If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Section 12. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of both parties. Applicable amendments to the Allocation Agreement are deemed incorporated into this Agreement.

Section 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

Section 14. TOTALITY OF AGREEMENT / SEVERABILITY OF PROVISIONS

This Agreement with its recitals on the first page of the Agreement, signatures on the last page and exhibit as referenced below contain all the terms and conditions agreed upon by the parties:

Exhibit A: Florida Opioid Allocation and Statewide Response Agreement

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

Countersigned:

CITY OF _____, FLORIDA

Mayor-Commissioner

By: _____
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Attest:

City Clerk

MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Mayor's Designee

ATTEST:

CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

MEMORANDUM

Substitute
Agenda Item No. 13(A)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing Miami-Dade County to join the State of Florida and other local governments as a participant in the Florida Memorandum of Understanding to implement a unified plan relating to the allocation and use of any potential settlement proceeds received under current proposed settlement agreements or future settlement agreements in *In re: National Prescription Opiate* litigation; approving the terms of a Memorandum of Understanding; authorizing the County Mayor to execute said Memorandum of Understanding, and, in consultation with the County Attorney's Office and the Chief Executive Officer of the Public Health Trust or the Chief Executive Officer's designee, to negotiate certain necessary agreements to be presented to the full Board without committee review; authorizing the County Attorney, in consultation with the County Mayor, the Chief Executive Officer of the Public Health Trust or the Chief Executive Officer's designee, and outside counsel, to vote in favor of or against the Chapter 11 bankruptcy plan in *In Re Mallinckrodt plc, et al.*; and directing the County Attorney to provide a report to the Board

Resolution No. R-834-21

This substitute differs from the original item as stated in the County Attorney's memorandum.

The accompanying resolution was prepared and placed on the agenda at the request of the County Attorney and Co-Sponsor Commissioner Sally A. Heyman.



Gerri Bonzon-Keenan
County Attorney

GBK/smm

Date: September 1, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Geri Bonzon-Keenan
County Attorney

Subject: Resolution Relating to (1) the Florida Memorandum of Understanding Regarding the Allocation and Use of Any Settlement Proceeds Received Under Current Proposed Settlement Agreements or Future Settlement Agreements with Pharmaceutical Supply Chain Participants in *In re: National Prescription Opiate Litigation* and (2) the County’s Vote on the Mallinckrodt plc, Chapter 11 Bankruptcy Plan

This substitute differs from the original item in that it adds provisions authorizing the County Attorney or County Attorney’s designee, in consultation with the County Mayor or County Mayor’s designee, the Public Health Trust’s Chief Executive Officer (“PHT CEO”) or the PHT CEO’s designee, and outside counsel, to vote in favor of or against the Chapter 11 bankruptcy plan in *In Re Mallinckrodt plc, et al.*, which plan incorporates settlement of all of Mallinckrodt plc (“Mallinckrodt”) opioid-related claims, including the County’s claims against Mallinckrodt as a creditor in the bankruptcy case.

Recommendation

The County Attorney and the County’s outside counsel¹ both recommend that the Board:

- (1) authorize the County to join the State of Florida (the “State”) and other local governments as a participant in the non-binding Florida Memorandum of Understanding (the “MOU”) to implement a unified plan related to the allocation and use of any potential settlement proceeds received under current proposed settlement agreements or future settlement agreements in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (“Opioid MDL”), a lawsuit seeking damages associated with opioid use against several opioid manufacturers, distributors, and certain entities that have engaged in or are engaging in, the manufacture, marketing, promotion, or distribution of an opioid analgesic (“Pharmaceutical Supply Chain Participants”);
- (2) approve the terms of the MOU; and

¹ The County’s outside counsel, chosen by this Board pursuant to Resolution No. R-157-18, consists of Podhurst Orseck, P.A.; Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA; Baron & Budd, PC; Green, Ketchum, Farrell, Bailey & Tweet, LLP; McHugh Fuller Law Group, PLLC; Hill, Peterson, Carper, Bee & Dietzler, PLLC; and Powell & Majestro, PLLC (collectively, “Podhurst”). The County’s outside counsel’s recommendation is attached as **Exhibit A**.

(3) authorize the County Mayor or County Mayor's designee to:

- a. execute the MOU;
- b. in consultation with the County Attorney's Office and the PHT CEO or designee:
 - i. negotiate a final agreement between the County and the State that formalizes the terms of the MOU in substantially the form attached to the resolution as Attachment A; and
 - ii. negotiate agreements with those Municipalities² necessary for the County to be designated a Qualified County as provided in the MOU.

The deadline by when the County must enter into the necessary agreements with the Municipalities is January 2, 2022, however, this deadline is subject to change. All the foregoing agreements and any current or future settlement agreements will be brought directly to the full Board for its consideration and approval without committee review.

In addition, the County is a creditor in *In re Mallinckrodt plc, et al.*, Case No. 20-12522 (JTD). Mallinckrodt is a specialty pharmaceutical company and the largest generic opioid manufacturer in the United States. Mallinckrodt petitioned for bankruptcy under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware on October 12, 2020, after being named as a defendant in the Opioid MDL. The bankruptcy court entered an order which, in part, authorized Mallinckrodt to solicit votes on the *Joint Plan of Reorganization of Mallinckrodt plc and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (the "Plan").

The Plan seeks to resolve all litigation in which Mallinckrodt is engaged by settlement, including the Opioid MDL, and to restructure Mallinckrodt's capital structure. The Plan incorporates settlement of all opioid-related claims and provides for the creation of a national opioid abatement fund. The Plan is now before the bankruptcy court for final confirmation. Because the County filed a proof of claim in the bankruptcy case, as a creditor, the County is entitled to vote in favor of or against the Plan. If the Bankruptcy Court approves the Plan, the County's claims against Mallinckrodt will be resolved. Thereafter, the agreement and payment structure set forth in the Plan will control the manner in which the County and other creditors receive payments under the Plan.

The deadline to vote on the Plan is currently scheduled to take place on September 10, 2021, but it is uncertain whether the vote on the Plan will proceed on such date. At this time neither Podhurst nor the Plaintiffs' Executive Committee ("PEC")³ has made a recommendation on the Plan;

² Municipalities "mean[s] 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 the Opioid MDL or other litigation against Pharmaceutical Supply Chain Participants. The singular 'Municipality' shall refer to a singular of the Municipalities."

³ The PEC is the group of lawyers representing different or multiple plaintiffs in the Opioid MDL selected by the Court to represent the common interests of all the plaintiffs effectively and efficiently in the Opioid MDL.

however, it is anticipated the County will receive a recommendation prior to the deadline to cast a vote.

Due to the expedited nature of bankruptcy proceedings, a vote on the Plan may be required before the Board's next regularly scheduled meeting. As such, the resolution delegates authority to the County Attorney or her designee to vote on the Plan after consultation with the County Mayor or her designee, the PHT CEO or his designee, and outside counsel and directs the County Attorney to provide a report to the Board regarding the actions taken pursuant to this delegation of authority.

Currently, the PEC has negotiated two proposed draft settlement agreements between some of the plaintiffs and (1) McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributor Settlement Agreement"); and (2) Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. (the "J&J Settlement Agreement") (collectively, the "Settlement Agreements"). Other Pharmaceutical Supply Chain Participant defendants, including but not limited to the retail pharmacy defendants and other opioid manufacturers, are not parties to the proposed Settlement Agreements.

A minimum of 44 states must participate in the proposed Settlement Agreements for the agreements to proceed. The required percentage of participating local governments depends on the number of participating states that have entered into the Settlement Agreements. The State of Florida has indicated that it will be approving the Settlement Agreements. Under the proposed Distributor Settlement Agreement, the State of Florida and its local governments will receive approximately \$1,303,586,447.92 payable over 17 years and six months. Under the proposed J&J Settlement, the State and its local governments will receive approximately \$299,627,612.33 payable over nine years. Under both Settlement Agreements, the amount that the County could potentially recover varies drastically based on participation and incentives.

To achieve settlement from the greatest number of parties, the Settlement Agreements provide for substantially larger settlement amounts based on incentive payments to those states that: obtain maximum participation in the Settlement Agreements from all local governments within the State; obtain releases from participating local governments; and ensure that non-participating local governments are barred from bringing claims against Pharmaceutical Supply Chain Participants relating to the opioid crisis. These incentive payments account for 45 percent of the amounts received under the Distributor Settlement Agreement and 55 percent of the amounts received under the J&J Settlement Agreement.

The MOU sets forth the framework for the distribution and use of any funds received by the State from the settlement of claims in the Opioid MDL for the benefit of the State and its local governments (including those that have a case in the Opioid MDL (the "Litigating Local Governments") and those that do not (the "Non-Litigating Local Governments")). The MOU will be the framework for the distribution and allocation of funds received by the State from the proposed Settlement Agreements.

Under the MOU, all settlement funds received by the State and its local governments from the Opioid MDL would initially go to the State and then be distributed by a settlement administrator into a City/County Fund, a Regional Fund, and a State Fund, which are described in more detail

below. Miami-Dade County could potentially receive monies from the City/County Fund and the Regional Fund.

If the County is designated a Qualified County under the MOU, in addition to a set payment that the County and cities within the County would each receive from the City/County Fund based on the negotiation class metrics⁴, the County would be entitled to administer additional funds allocated to Miami-Dade County for countywide impact from the Regional Fund. Miami-Dade County currently fulfills three of the four requirements set forth in the MOU to be designated a Qualified County.⁵ In order to fulfill the last requirement, the County must enter into agreements with a majority of Municipalities (majority is more than 50 percent of the County's total municipal population) related to the expenditure of opioid funds obtained through a settlement covered by the MOU ("Municipal Agreements").⁶

If the County is not deemed a Qualified County, the regional share for Miami-Dade County paid from the Regional Fund to support countywide and municipal services in Miami-Dade County would be managed by Thriving Mind d/b/a South Florida Behavioral Health Network ("Thriving Mind"). Thriving Mind is the County's managing entity selected by and under contract with the Florida Department of Children and Families to manage the daily operational delivery of behavioral health services through a coordinated system of care.

As discussed in more detail below, if the State is unable to obtain releases from its local governments because local governments in the State fail to approve the MOU (and the subsequent formal agreement), the State may seek a judicial declaration that would effectively eliminate any local government's ability to pursue or recover claims in the Opioid MDL or the Legislature may adopt legislation to bar or limit local governments' ability to recover for claims relating to matters of great governmental concern or otherwise pertaining to the opioid epidemic.

⁴ In October 2019, the Board approved Resolution No. R-1173-19, which authorized the County to stay in the certified negotiation class in the Opioid MDL. As part of that decision, the County agreed to (1) a predetermined voting methodology to approve any settlement offer; and (2) the distribution formula for allocation of settlement funds (both to the County in general and as between the County and its constituent cities) (the "Negotiation Class Metrics").

⁵ Under the MOU, a Qualified County is a county with a population of at least 300,000 individuals and meets all of the following criteria: (a) has an opioid task force of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an adopted or used abatement plan in response 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 (more than 50 percent of all the Municipalities' total population) related to the expenditure of the funds.

⁶ The following municipalities have passed resolutions finding that "participation in the [MOU] is in the best interests of the City ... 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 that each and every city and county receives funds for the harm that it has suffered": City of Coral Gables, City of Hialeah, City of Miami Gardens, and City of South Miami, which are attached hereto as **Exhibit B**. These four cities account for more than 26 percent of the municipal population in Miami-Dade County. Although these resolutions and MOUs are a positive indication as to how these municipalities may proceed, they are not the Municipal Agreements required by the MOU for the County to be deemed a Qualified County.

Background

I. The Litigation

On February 6, 2018, this Board selected Podhurst, a litigation team consisting of numerous nationally renowned law firms, as outside counsel to represent the County in the opioid litigation. The Board also directed the County Attorney and Podhurst to pursue litigation to recover damages associated with opioid use in Miami-Dade County. On April 23, 2018, Podhurst filed the County's lawsuit in federal court. The case is currently included in the Opioid MDL in the Northern District of Ohio. The Opioid MDL is the largest MDL in U.S. history and has been described as the most complex civil litigation in U.S. history. Although the case is currently in the Northern District of Ohio, if it does not settle it will be tried in the Southern District of Florida.

A. Proposed Settlement Agreements

Currently, at least 88 local governments within Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. The PEC is in ongoing negotiations with some of the defendants and has reached two proposed draft settlement agreements: (1) the Distributor Settlement Agreement; and (2) the J&J Settlement Agreement. The proposed Settlement Agreements were distributed to every state's attorney general (except for West Virginia) giving each state 30 days to indicate acceptance or rejection.

1. Proposed Distributor Settlement Agreement

Under the proposed Distributor Settlement Agreement, the settling states and participating local governments will share up to \$21,000,000,000.00 (including fees and certain offsets).⁷ The settlement total, excluding fees and offsets, is up to \$18,554,013,691.11. From that, the State of Florida and its local governments will receive approximately \$1,303,586,447.92 payable over 17 years and six months. The first two payments will occur in 2022. In addition, the Distributor Settlement Agreement provides for injunctive relief. This injunctive relief seeks to address the root cause of the opioid epidemic by changing the behavior of the Pharmaceutical Supply Chain Participants. The settling distributor defendants' behavior regarding opioids will be closely monitored for the next 10 years. Specifically, for the next 10 years, the settling distributors must take measures to detect suspicious orders and problematic customers.⁸

⁷ Fees include attorneys' fees and fees for costs, all discussed in more detail below. Offsets include the Native American's tribal share, West Virginia's share, and non-settling states' shares.

⁸ Such measures shall include: 1) prescribing a follow-up in response to objectively determined red flags; (2) using sophisticated data-driven systems that detect suspicious opioid orders by pharmacy customers; (3) terminating a pharmacy customer's ability to report shipments and report those customers to state regulators when the pharmacy customer shows certain signs of diversion; (4) prohibiting shipment of suspicious opioid orders and report details about such orders to state regulators; and (5) prohibiting sales staff from influencing decisions related to the identification of suspicious opioid orders.

2. Proposed J&J Settlement Agreement

Under the J&J Settlement Agreement, J&J will pay up to \$5,000,000,000.00 (including fees and certain offsets) over nine years with up to \$3.7 billion paid in the first three years.⁹ After deducting fees, costs, and offsets,¹⁰ the J&J settlement value totals \$4,264,615,385.00. Florida will receive \$299,627,612.33. The first two payments will occur in 2022. Further, pursuant to the J&J Settlement Agreement, J&J will be out of the opioid manufacturing business for the next 10 years and will be enjoined from selling or promoting any opioids for 10 years.¹¹

B. The Need for Approval of the Proposed MOU by Local Governments

1. The Proposed Settlement Agreements Incentivize Participation by States and Local Governments

To obtain settlement from the greatest number of parties, the proposed Settlement Agreements are contingent on attaining a critical mass of supporting states and local governments. As an initial matter, a minimum of 44 states must participate in the overall settlement for it to proceed. The required percentage of participating local governments depends on how many states are participating in the overall settlement. The range of required participating local governments is different for Litigating Local Governments and for Non-Litigating Local Governments. For example, if 44 states are participating in the settlement, each state would need to ensure that 95 percent of Litigating Local Governments have agreed to participate, and 90 percent of Non-Litigating Local Governments have agreed to participate before the state can participate in the settlement. As more states participate, the percentage of local governments that must participate also increases.

Because of the need for a critical mass, the proposed Settlement Agreements incentivize states to obtain releases from local governments participating in the Settlement Agreements and ensure that local governments that have not previously sued the distributors and the J&J defendants and are not a part of the Settlement Agreements are barred from bringing claims relating to the opioid crisis. The Settlement Agreements provide for four types of potential incentives. In both of the Settlement Agreements, Incentive A provides for all payments identified in Incentive B and C (potentially a payment of 40 percent of the Distributor Settlement Agreement and 50 percent of the J&J Settlement Agreement) in exchange for almost a full bar to future claims relating to the opioid crisis in Florida against the Distributor defendants and the J&J defendants.¹² If a state

⁹ As further described below, these payments could be accelerated as part of an incentive for the State of Florida to take actions to protect the defendants from further additional claims relating to the opioid crisis.

¹⁰ The fees and offsets under the J&J Settlement Agreement fall into the same categories as the fees and offsets under the Distributor Settlement Agreement.

¹¹ Promoting opioids includes providing financial rewards or disciplining sales representatives based on the volume of opioid sales, lobbying activities related to opioids, and establishing prescription savings programs for opioids.

¹² To qualify for the Incentive A payment, a state must: (1) pass a statute or obtain a court ruling that terminates existing and bars future claims by all local governments in the state; (2) receive releases on behalf of all general purpose subdivisions with populations of 10,000 or more, all larger school and hospital/health districts, and all

qualifies for Incentive A, it does not need to – and cannot – qualify for Incentives B or C. Under both Settlement Agreements, Incentive A provides for payment of all but Bonus D payments in exchange for full peace. In the J&J Settlement Agreement, Incentive A also provides for both the base and Incentive A payments to be accelerated, requiring years one through four of payments to be paid within 90 days of notice of a complete bar of existing and future claims in the state.

Incentive B is equal to 25 percent of the Distributor Settlement Agreement and 30 percent of the J&J Settlement Agreement. Incentive B is earned in both Settlement Agreements by obtaining releases from all Litigating Local Governments in Florida.¹³ Incentive C is equal to 15 percent of the Distributor Settlement Agreement and 20 percent of the J&J Settlement Agreement. Incentive C is earned in both Settlement Agreements by getting larger (population of 30,000 or more) Litigating Local Governments and Non-Litigating Local Governments to join the Settlement Agreements.¹⁴

Incentive D under both Settlement Agreements equals 5 percent and is a delayed bonus payment. In the Distributor Settlement Agreement, Incentive D incentivizes preclusion of additional litigation from local governments that are not a part of the settlement agreement. Similarly, in the J&J Settlement Agreement, Incentive D tries to stop future litigation with certain larger special districts, including school districts, that are not a part of the settlement agreement. Under both Settlement Agreements, assuming the requirement has been met, payments under Incentive D start with payment six.

These incentives makeup a significant portion of the potential recovery under the Settlement Agreements. Up to 45 percent of the amounts received under the Distributor Settlement Agreement and 55 percent of the amounts received under the J&J Settlement Agreement come from the incentive payments. The largest incentives come with a complete bar of existing and future claims by all local governments (including special districts) in the State. This would result in the State of Florida obtaining both Incentive A payments and the bonus payments under Incentive D. Thus, buy-in from local governments, including Miami-Dade County and municipalities within Miami-Dade County, is critical to ensuring the largest recovery and to begin addressing some of the damages caused by the opioid crisis in Florida.

2. Risks Associated with Local Governments Not Approving the MOU

There is a potential risk that in the absence of an agreed upon allocation plan, the State may seek a declaration that only the State of Florida, and not its local governments, including the County,

currently Litigating Local Governments from the state; or (3) a combination of the approaches in (1) and (2) that results in a complete bar of existing and future claims.

¹³ There is a slightly different sliding scale in each of the Settlement Agreements to determine what percentage the State will receive of Incentive B dependent on the percentage of Litigating Local Governments that provide releases.

¹⁴ In the J&J Settlement Agreement, 5 percent is awarded for getting its 10 largest cities and counties in the State to sign-off on the agreement. Miami-Dade County is one of the 10 largest cities and counties in the State. Besides Miami-Dade County, the remaining largest cities and counties in the State are Broward County, Hillsborough County, Palm Beach County, Orange County, Pinellas County, Duval County/City of Jacksonville, Lee County, Polk County, and Brevard County.

have standing to bring lawsuits on behalf of its citizens, thereby, eliminating the County's ability to pursue its claims in the Opioid MDL. The State of Florida has argued that Florida law may bar the claims of any local governments that opt not to reach an agreement with the Attorney General. Although the State has failed to identify authority that explicitly provides that the Attorney General can supersede already filed claims by the County when the County has independent damages, it has pointed to law that it claims supports its position.¹⁵

Legislation was filed for consideration during the 2021 session that would have authorized the Attorney General, on behalf of the State, to consolidate, dismiss, release, settle, or take any action that he or she believes to be in the public interest in any civil proceeding in state or federal court pertaining to a matter of great governmental concern. During the 2021 Legislative Session, Representative Toby Rogers Overdorf (R-Stuart) filed House Bill 1053 and Senator Danny Burgess (R-Zephyrhills) filed Senate Bill 102 (the "bills"). These bills would have permitted the Florida Legislature to declare a matter to be of great governmental concern, and then authorized the Attorney General to consolidate, dismiss, release, settle, or take any action that he or she believes to be in the public interest in any civil proceeding in state or federal court pertaining to such matter. In addition, the bills made any award for damages or monetary payment arising from litigation pertaining to a matter of great governmental concern subject to full appropriation by the Legislature. Although the legislation was not adopted, it is anticipated that similar legislation will be filed for consideration during the 2022 session, which convenes on January 11, 2022, with committee meetings starting the week of September 20, 2021.

C. Use of Settlement Funds Under the Proposed MOU

At least 85 percent of the total monies received from the Settlement Agreements on a nationwide basis must be used for opioid remediation. Fifteen percent of the funds can be used for fees and costs.

Consistent with the proposed Settlement Agreements, under the proposed MOU, all settlement funds (except those used for administrative costs and expenses¹⁶) received by the State of Florida and its local governments (including the County) must be used for strategies, programming, and services used to expand the availability of treatment for individuals impacted by substance use disorders ("Approved Purposes"). The Approved Purposes are intended to best serve the overall

¹⁵ For example, section 501.207(1)(c), Florida Statutes, authorizes the Florida Attorney General to bring "[a]n action to enjoin any person who has violated, is violating, or is otherwise likely to violate," the Florida Deceptive and Unfair Trade Practices Act (one of the claims the County has filed in the Opioid MDL). In addition, the Florida Supreme Court has found that the State may bind its citizens with litigation advanced by the State, if the State is suing in its *parens patriae* capacity (*i.e.*, litigating the rights or interests common to the public at large) and thereby representing the citizens of the State. See *Engle v. Liggett Group, Inc.*, 945 So. 2d 1246, 1260 (Fla. 2006). Federal law also provides some support for the Attorney General's argument. The Southern District of Florida has held that, "[a]pplicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction[.]" *Eggers v. City of Key West*, Case No. 05-10093-CIV-HIGHSMITH, 2007 WL 0702450 at *3 (S.D. Fla. Feb. 26, 2007). See also *State of Fla. ex. rel. Shevin v. Exxon Corp.*, 526 F.2d 266, 275 (5th Cir. 1976) (finding that the Florida attorney general retains common law powers and that those powers extend to the institution of suits under federal law without specific authorization of individual local government entities who have sustained the legal injuries asserted).

¹⁶ These administrative costs and expenses are described below in Section F.

purpose of the Opioid MDL, *i.e.*, to abate the continuing public health crisis of opioid addiction within our community.¹⁷ In addition, the County and the State will commit to using an unspecified percentage of the settlement funds for programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health and Human Services (“Core Strategies”).¹⁸ The Core Strategies are very similar to the Approved Purposes and include all the items described above.

D. Distribution of Settlement Funds Under the Proposed MOU

Under the MOU, all settlement funds received by Florida and its local governments from the Opioid MDL would initially go to the State and then be distributed by a settlement administrator into the following funds: (1) City/County Fund; (2) Regional Fund; and (3) State Fund, which are described below. Miami-Dade County could potentially receive monies from the City/County Fund and the Regional Fund.

- (1) **City/County Fund:** Fifteen percent of the funds will be placed into a City/County fund to directly benefit all counties and municipalities that have entered the MOU, including Miami-Dade County. The amount to be distributed to each county and municipality will be determined by the Negotiation Class Metrics or another metric agreed upon in writing by a county and a municipality. Any local government that is not within the definition of a County or Municipality under the MOU *and* that does not execute a release as a part of a settlement (whether under the current proposed draft Settlement Agreements or any future settlement agreement) shall have its share of the City/County Fund go to the County in which it is located. If needed, the Expense Fund described below will be funded exclusively from the City/County Fund.
- (2) **Regional Fund:** A percentage of funds based on a sliding scale available in any year will be placed into a Regional Fund, as follows: Years 1-6: 40 percent, Years 7-9: 35 percent, Years 10-12: 34 percent, Years 13-15: 33 percent, and Years 16-18: 30 percent. The amount to be distributed to each County yearly will be determined by the Negotiation Class Metrics or other metrics that the parties agree upon. The Regional Funds can be used by each county that meets the MOU’s definition of “Qualified County.” Under the MOU, a Qualified County is a county

¹⁷ Some of the Approved Purposes highlighted by the MOU include funding for the purchase of Naloxone or other FDA-approved drugs to reverse opioid overdoses; medication-assisted treatment distribution and other opioid-related treatment; screening, treatment, and recovery services for pregnant and postpartum women; expanding treatment for neonatal abstinence syndrome; treatment for incarcerated populations; expansion of warm hand-off programs and recovery services; prevention program; and expanding syringe service programs.

¹⁸ The State is negotiating with the United States to limit or reduce the United States’ ability to recover or recoup monies from the State and local governments in exchange for prioritizing funds to reach certain projects. The United States government did not take a percentage of the funds obtained through the tobacco litigation, and the State is hopeful for the same result here. If no agreement is reached, there may not be a requirement that a percentage of the funds be used for Core Strategies. However, if there is such a requirement, because the Core Strategies and Approved Purposes are virtually identical, it will likely have a nominal impact because the abatement strategies will mostly remain the same.

with a population of at least 300,000 individuals and meets all of the following criteria: (a) has an opioid task force of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an adopted or used abatement plan in response 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 (more than 50 percent of all the Municipalities' total population) related to the expenditure of the funds.

Miami-Dade County currently fulfills the first three requirements to become a Qualified County. If the County satisfies the last requirement such that it is deemed a Qualified County, the County would be entitled to administer and allocate the funds in accordance with approved agreements for funding of Approved Purposes. If the County does not qualify as a Qualified County, the regional share for the County will be paid to the managing entities (corporations selected by and under contracts with the Florida Department of Children and Families to manage the daily operational delivery of behavioral health services through a coordinated system of care) providing service for that county. Currently, the managing entity for Miami-Dade County is Thriving Mind.

- (3) **State Fund:** The remainder of the funds after deducting costs and expenses will be spent by the State on Approved Purposes.

E. Opioid Abatement Task Force or Council

Pursuant to the proposed MOU, the State will create an opioid abatement task force or council (the "Task Force") to advise the State and local governments on priorities that should be addressed as part of the opioid epidemic and to review how funds have been spent and the results achieved. The Task Force will consist of 10 members, five appointed by the State and five from local governments selected by the Florida Association of Counties and the Florida League of Cities. Two county representatives, one from a Qualified County and one from a county that is not a Qualified County, will be appointed by or through the Florida Association of Counties. Two municipality representatives will be appointed by the Florida League of Cities. The final local government representative will alternate every two years between being a county representative (appointed by or through the Florida Association of Counties) or a municipality representative (appointed by or through the Florida League of Cities). One county representative must be from a county with a population of less than 200,000 and one must be from a county with a population more than 200,000. Each member of the Task Force will serve for a two-year term. The Attorney General or his or her designee will chair the Task Force, which will publish an annual report containing information on how monies were spent the previous fiscal year and recommendations to the State and local governments for how monies should be spent in the coming fiscal year.

F. Attorneys' Fees, Litigation Costs and Expenses, and Administrative Costs

Attorneys' fees, litigation costs and expenses, and the State's and the County's administrative costs are addressed in the MOU. The MOU encourages the parties to make efforts to require defendants as part of any settlement agreement to pay for attorneys' fees and costs of litigation. In the event

a fund sufficient to pay the contingency fees for attorneys representing local governments is not included as a part of any settlement agreement, the MOU creates an additional expense fund for the purpose of paying the hard costs and attorneys' fees of Litigating Local Governments (the "Expense Fund"). The source of funds, to the extent needed, for the Expense Fund will be sourced exclusively from the City/County Fund.¹⁹

In addition to the litigation costs and attorneys' fees provisions, the proposed MOU permits the State to take up to a 5 percent administrative fee from the State Fund and from any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take up to a 5 percent administrative fee from its share of the Regional Funds.

¹⁹ Although the amount of the Expense Fund will be calculated based on the entirety of payments due to the City/County Fund over a 10-to-18-year period, the Expense Fund shall be funded entirely from payments during the first two years of each settlement. The MOU provides a process for an attorney to recover funds from the Expense Fund.

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August 25, 2021

Geri Bonzon-Keenan
Miami-Dade County Attorney
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Re: Recommendation re: Florida Attorney General's Proposed Memorandum of Understanding on Allocation Agreement in Florida

Dear Ms. Bonzon-Keenan:

As you know, our firm Podhurst Orseck, P.A., along with Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A.; Baron & Budd, PC; Greene, Ketchum, Farrell, Bailey & Tweet, LLP; McHugh Fuller Law Group, PLLC; Hill, Peterson, Carper, Bee & Dietzler, PLLC; and Powell & Majestro, PLLC (collectively "Counsel"), represents Miami-Dade County (the "County") in its claims against several opioid manufacturers and distributors to recover damages associated with opioid abuse in the County caused by these manufacturers' and distributors' wrongful conduct. The County filed suit in the Southern District of Florida on April 23, 2018, and the action was transferred to the Opioid multidistrict litigation ("MDL") court in the Northern District of Ohio before Judge Dan Polster on May 8, 2018. The MDL's Plaintiff's Executive Committee ("PEC") represents the interest of all litigating municipalities and cities in the MDL and includes members of Counsel.

The Florida Attorney General ("AG"), along with other attorneys general from other states, have been in settlement negotiations with various defendants in the Opioid Multidistrict Litigation ("MDL"). These defendants, which include various opioid manufacturers and distributors ("Defendants"), have made clear their preference of settling with states that can provide buy in from their political subdivisions. Defendants' settlement discussions with the Florida AG's Office appear to be nearing more advanced stages, and Defendants are conditioning benefits and dollar amounts of any settlement agreement on each state's ability to obtain buy-in from its political subdivisions. Settlement amounts are maximized, the greater the buy in from each state's political subdivisions, the greater the settlement amount to the state and its subdivisions.

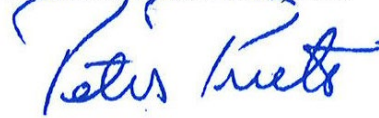
During the 2021 session, bills were introduced into the Florida legislature with the goal of appropriating Florida's litigating political subdivisions' claims in the Opioid MDL. The Florida AG's office maintains it already has the authority under the current operable legislation to settle its political subdivisions' claims and that these newly introduced bills simply would make that authority clearer.

With the above in mind, outside counsel for almost all of Florida's litigating political subdivisions have been actively involved in negotiating an allocation agreement with the Florida AG. The most recent version of the proposed agreement is set out in the attached Memorandum of Understanding ("MOU") and is intended, once in its final form, to govern the distribution of any settlement proceeds obtained through the Purdue Pharma L.P. ("Purdue") bankruptcy, the Mallinckrodt PLC ("Mallinckrodt") bankruptcy, and the potential deals pertaining to Johnson & Johnson ("J&J"), three distributors (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the "Distributors")), as well as any additional settlements that may occur at a later date with defendants in the Opioid MDL.

We believe that the MOU and allocation agreement reflect a reasonable compromise between the State and its political subdivisions, given the status of the opioid litigation, the likely structure of any resolution, the potential litigation risks to Miami-Dade County in the absence of such an agreement, and the bills before the Florida legislature. We are available to meet with you or the County's Board of Commissioners (the "Board") to provide any further explanation or address any questions. The PEC has advised that you recommend this proposal to the County's Board of Commissioners. As the County's individual attorneys, we agree with the PEC's recommendation.

Sincerely,

PODHURST ORSECK, P.A.



Peter Prieto

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.

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING THE CITY OF CORAL GABLES TO JOIN 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 FOR THE SETTLEMENT OF THE OPIOID LITIGATION.

WHEREAS, the State of Florida and the cities and counties therein, including the City of Coral Gables, have suffered harm as a result of the opioid epidemic; and

WHEREAS, in accordance with Resolution No. 2018-154, the City of Coral Gables filed a complaint for (1) violation of the Florida Deceptive and Unfair Trade Practices Act, (2) public nuisance (3) negligence, and (4) unjust enrichment, on June 26, 2018 in the United States District Court for the Southern District of Florida; and

WHEREAS, on July 20, 2018, the Court entered an order transferring the City's case to a multi-district litigation, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio), and the City's case was assigned case number 1:18-op-45852; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of other lawsuits filed by Florida cities and counties have also been transferred to In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"); 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 attached hereto as Exhibit A (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

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 Coral Gables, and every other Florida city and county; and

WHEREAS, the Florida Memorandum of Understanding is intended to govern the distribution of settlement proceeds between the State of Florida, the City of Coral Gables and other subdivisions that are obtained through the Purdue Pharma L.P. bankruptcy, the Mallinckrodt PLC

bankruptcy, and any additional settlements obtained related to the opioid litigation, but will not affect the City's lawsuit against non-settling defendants;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission finds that participation in the Florida Plan is in the best interest of the City of Coral Gables 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 that it has suffered.

SECTION 3. That the City Commission 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. That the City Attorney and/or City Manager are hereby authorized to execute any formal agreements, including the Florida Memorandum of Understanding, 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.

SECTION 5. The City Clerk is hereby directed to furnish a copy of this Resolution to the Florida League of Cities and to the Office of Attorney General Ashley Moody.

SECTION 6. That this Resolution shall be effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS ELEVENTH DAY OF MAY, A.D. 2021.

RESOLUTION NO. 2021-093

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE 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 FOR THE ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS; APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE MAYOR, AND THE CITY CLERK AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ANY FORMAL IMPLEMENTING AGREEMENT AND ANY OTHER NECESSARY AND CUSTOMARY DOCUMENTS IN FURTHERANCE HEREOF; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Hialeah has suffered harm from the opioid epidemic; and

WHEREAS, the City of Hialeah recognizes that the entire State of Florida has suffered harm as a result from 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");

WHEREAS, the City of Hialeah is not a litigating participant in that action and other than through its participation with the State is foreclosed from any opportunity to recover for any losses suffered; 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 opioid 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 Hialeah, and every other Florida city and county.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City finds that participation in the Florida Plan would be in the best interest of the city 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 that it has suffered.

Section 3: The City 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 Mayor and the City Clerk, as attesting witness, are hereby authorized to execute the Florida Plan in substantially the form contained in Exhibit "A", any formal agreement implementing a unified plan for the allocation and use of opioid settlement proceeds and all other necessary and customary documents in furtherance thereof on behalf of the City.


Section 5: The City Clerk is hereby directed to furnish a certified copy of this resolution to the State Attorney General Ashley Moody c/o John M. Guard
The Capitol, PL-01
Tallahassee, FL 32399-1050.

Section 6: This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

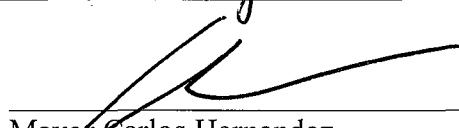
PASSED AND ADOPTED this 13 day of July, 2021.


Jesus Tundidor
Council President


Attest:


Marbelys Fatjo, City Clerk

Approved on this 22 day of July, 2021.


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Resolution was adopted by 4-0-3 vote with Councilmembers, Cue-Fuente, Garcia-Roves, Tundidor, and Zogby voting "Yes" and with Council Vice President Perez, Council Member De la Rosa and Council Member Hernandez absent.

PROPOSAL
MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

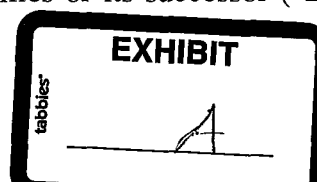
A. Definitions

As used in this MOU:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. “State” shall mean the State of Florida.

B. Terms

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

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

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

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

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

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

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

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

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

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

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

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

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

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

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

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

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

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

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

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

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

Schedule A

Core Strategies

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

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

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

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

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

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

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

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

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

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

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

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

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

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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

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

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

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

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT; for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

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

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

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

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



City of Miami Gardens

Rodney Harris
Mayor

July 14, 2021

Reggie Leon
Vice Mayor

Office of the Attorney General
State of Florida
Chief Deputy Attorney General John Guard
PL-01 The Capitol
Tallahassee, FL 32399-1050

Shannon Campbell
Council Member

Shannan Ighodaro
Council Member

Re: Resolution No. 2021-076-3631

Linda Julien
Council Member

Dear Mr. John Guard:

Robert Stephens III
Council Member

Please find enclosed an executed copy of City of Miami Gardens Resolution No. 2021-076-3631, which authorizes the City of Miami Gardens to join with the State of Florida and other Local Governmental units as a participant in the Florida Memorandum of Understanding. Thank you for your assistance in this matter.

Katrina Wilson
Council Member

Sincerely,

Sonja K. Dickens
City Attorney

Cameron D. Benson
City Manager

Mario Bataille, CMC
City Clerk

Encls.

Sonja K. Dickens
City Attorney

RESOLUTION NO. 2021-076-3631

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, 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 RELATING TO THE OPIOID LITIGATION; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST SAID MEMORANDUM OF UNDERSTANDING; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has suffered harm from the opioid epidemic, and

WHEREAS, the City of Miami Gardens recognizes that the entire State of Florida has suffered harm as a result from 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 Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and the City of Miami Gardens is a litigating participate 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 of prospective settlement dollars from opioid related litigation, and

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

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 negotiation , and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: The City Council finds that participation in the Florida Plan would be in the best interest of the City of Miami Gardens 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 that it has suffered.

Section 3: The City Council 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: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Clerk to execute and attest said Florida Plan in substantially the form contained in Exhibit "A". The City Manager is hereby 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.

Section 5: The Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

Section 6: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement with one to be maintained by the City, and one to be delivered to the Florida League of Cities and Attorney General Ashley Moody, c/o John M. Guard, The Capitol, PL-01, Tallahassee, FL 32399-1050

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JUNE 23, 2021.

DocuSigned by:

B912A2EF5F0C4ED...

RODNEY HARRIS, MAYOR

ATTEST:

DocuSigned by:

C4408C142F1C48B...

MARIO BATAILLE, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

Moved by: Councilman Stephens
Seconded by: Councilwoman Campbell

VOTE: 6-0

<i>Mayor Harris</i>	<i>Absent</i>
<i>Vice Mayor Leon</i>	<i>Yes</i>
<i>Councilwoman Campbell</i>	<i>Yes</i>
<i>Councilwoman Ighodaro</i>	<i>Yes</i>
<i>Councilwoman Julien</i>	<i>Yes</i>
<i>Councilman Stephens, III</i>	<i>Yes</i>
<i>Councilwoman Wilson</i>	<i>Yes</i>



City of South Miami

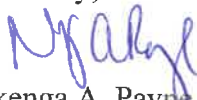
July 7, 2021

FL Attorney General: Ashley Moody
C/O John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399

Dear Honorable Ashley Moody,

Enclosed please find Resolution No. 051-21-15671 "A Resolution of the Mayor and City Commissioners of the City of South Miami ("City") authorizing the 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." Passed at the May 04, 2021, City Commission Meeting.

Sincerely,


Nkenga A. Payne, CMC, FCRM
City Clerk



RESOLUTION NO. 051-21-15671

A Resolution of the Mayor and City Commissioners of the City of South Miami ("City") authorizing the 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.

WHEREAS, the City of South Miami ("City") has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result from 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 City 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 opioid 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, City of South Miami, and every other Florida city and county;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they are incorporated into this resolution by reference as if set forth in full herein.

Section 2. The Mayor and City Commissioners of the City of South Miami find that participation in the Florida Plan would be in the best interest of the City of South Miami 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 that it has suffered.

Section 3. The Mayor and City Commissioners of the City of South Miami hereby expresses the City of South Miami's 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 is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

Section 5. The City Manager is hereby 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.

Section 6. Instructions to the City Clerk. The City Clerk is instructed to record this Resolution in the appropriate record book upon its adoption and is hereby further directed to furnish a certified copy of this Resolution to the following entities:

Florida League of Cities and Florida Association of Counties
FL Attorney General: Ashley Moody
c/o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

Section 7. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 8. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will not affect the validity of the remaining portions of this resolution.


Section 9. Effective Date. This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 4th day of May, 2021.

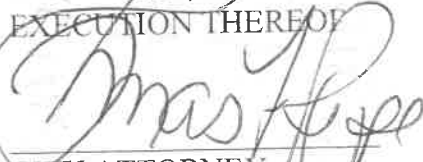
ATTEST:


CITY CLERK

APPROVED:


MAYOR

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY, AND
EXECUTION THEREOF


CITY ATTORNEY

COMMISSION VOTE:	5-0
Mayor Philips:	Yea
Commissioner Gil:	Yea
Commissioner Harris:	Yea
Commissioner Liebman:	Yea
Commissioner Corey:	Yea

CERTIFICATION

Nkegwa C. Payne City Clerk with
the City of South Miami, Miami-Dade
County, Florida, do hereby certify this
document to be a true and correct
copy of

Res. No. OS 1-21-15671
dated May 4, 2021, according to
the records of the City of South
Miami, Florida. Given my hand
and the official Seal of the City
of South Miami, Florida this 1st day
of July AD 2021.

Nkegwa C. Payne
City Clerk




MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Substitute
Agenda Item No. 13(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved David L. Levine Mayor
Veto _____
Override ✓

Substitute
Agenda Item No. 13(A)(1)
9-1-21

RESOLUTION NO. R-834-21

RESOLUTION AUTHORIZING MIAMI-DADE COUNTY TO JOIN THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING TO IMPLEMENT A UNIFIED PLAN RELATING TO THE ALLOCATION AND USE OF ANY POTENTIAL SETTLEMENT PROCEEDS RECEIVED UNDER CURRENT PROPOSED SETTLEMENT AGREEMENTS OR FUTURE SETTLEMENT AGREEMENTS IN *IN RE: NATIONAL PRESCRIPTION OPIATE* LITIGATION; APPROVING THE TERMS OF A MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING, AND, IN CONSULTATION WITH THE COUNTY ATTORNEY'S OFFICE AND THE CHIEF EXECUTIVE OFFICER OF THE PUBLIC HEALTH TRUST OR THE CHIEF EXECUTIVE OFFICER'S DESIGNEE, TO NEGOTIATE CERTAIN NECESSARY AGREEMENTS TO BE PRESENTED TO THE FULL BOARD WITHOUT COMMITTEE REVIEW; AUTHORIZING THE COUNTY ATTORNEY OR COUNTY ATTORNEY'S DESIGNEE, IN CONSULTATION WITH THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, THE CHIEF EXECUTIVE OFFICER OF THE PUBLIC HEALTH TRUST OR THE CHIEF EXECUTIVE OFFICER'S DESIGNEE, AND OUTSIDE COUNSEL, TO VOTE IN FAVOR OF OR AGAINST THE CHAPTER 11 BANKRUPTCY PLAN IN *IN RE MALLINCKRODT PLC, ET AL.*; AND DIRECTING THE COUNTY ATTORNEY TO PROVIDE A REPORT TO THE BOARD

WHEREAS, the opioid epidemic in the United States is a nationwide public health crisis that was driven by increased consumption and the widespread availability of pharmaceutical opioids; and

WHEREAS, companies involved in the pharmaceutical supply chain including, but not limited to, distributors, manufacturers, dispensing companies, and marketing agencies contributed to the great harm suffered by the State of Florida and Miami-Dade County as a result of the opioid epidemic; and

WHEREAS, in an effort to seek redress for such harm, on April 23, 2018, the County's outside counsel, consisting of Podhurst Orseck, P.A.; Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA; Baron & Budd, PC; Green, Ketchum, Farrell, Bailey & Tweet, LLP; McHugh Fuller Law Group, PLLC; Hill, Peterson, Carper, Bee & Dietzler, PLLC; and Powell & Majestro, PLLC ("Podhurst") filed the County's federal lawsuit against several manufacturers and distributors of prescription opiate drugs in the United States District Court for the Southern District of Florida; and

WHEREAS, the case was transferred to the Northern District of Ohio to be included in the Opioid Multidistrict Litigation ("Opioid MDL") being litigated in that court; and

WHEREAS, negotiations regarding potential settlements of the claims raised against defendants in the Opioid MDL are ongoing; and

WHEREAS, as part of such negotiations, states across the nation, including the State of the Florida, have negotiated with certain Opioid MDL defendants; and

WHEREAS, two settlement agreements have been tentatively reached between various parties and: (1) McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributor Settlement Agreement"); and (2) Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. and Janssen Pharmaceutica, Inc. (the "J&J Settlement Agreement") (collectively, the "Settlement Agreements"); and

WHEREAS, under the Distributor Settlement Agreement, the State of Florida and its local governments will share up to \$18,554,013,691, excluding fees and offsets; and

WHEREAS, under the J&J Settlement Agreement, after fees and offsets, the State of Florida and its local governments will share up to \$299,627,612.33; and

WHEREAS, in addition to monetary damages, the Settlement Agreements also include injunctive relief that seeks to change the behavior of pharmaceutical supply chain participants; and

WHEREAS, for example, under the Distributor Settlement Agreement, the settling defendants must take specific measures to detect suspicious opioid orders and problematic customers; and

WHEREAS, similarly, under the J&J Settlement Agreement, among other things, the settling defendants are enjoined from manufacturing or selling any opioids for 10 years; and

WHEREAS, the Settlement Agreements also incentivize states and local governments to reach allocation agreements; and

WHEREAS, failure to reach an allocation agreement may disadvantage the County with respect to the terms of any future settlement with these defendants; and

WHEREAS, Podhurst and outside counsel for nearly all political subdivisions in Florida have been working together to negotiate an allocation agreement with the State regarding the distribution of settlement proceeds obtained through the Opioid MDL; and

WHEREAS, for the reasons set forth in the accompanying memorandum and the Podhurst memorandum attached thereto as Exhibit A this Board wishes to authorize the County Mayor or the County Mayor's designee to execute the proposed Memorandum of Understanding attached hereto as Attachment A; and

WHEREAS, along with the County, Jackson Health System (“Jackson”), has also been significantly impacted by the opioid epidemic; and

WHEREAS, for example, Jackson’s Emergency Department and Behavioral Health Hospital physicians have treated patients for a variety of conditions related to opioid abuse and misuse, including, but not limited to overdoses, heart attacks, strokes, cellulitis, and other infections; and

WHEREAS, this Board desires that the County Mayor or County Mayor’s designee consult with the Chief Executive Officer of the Public Health Trust (“PHT CEO”) or the PHT CEO’s designee, to the extent feasible, on matters related to settlement in the Opioid MDL[~~7~~]¹
>>;and

WHEREAS, the County is a creditor in *In re Mallinckrodt plc, et al.*, Case No. 20-12522 (JTD); and

WHEREAS, Mallinckrodt plc (“Mallinckrodt”) is a specialty pharmaceutical company and the largest generic opioid manufacturer in the United States; and

WHEREAS, Mallinckrodt petitioned for bankruptcy under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware on October 12, 2020, after being named as a defendant in the Opioid MDL; and

¹ The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

WHEREAS, on June 17, 2021, the bankruptcy court entered an order, which, in part, authorized Mallinckrodt to solicit votes on the *Joint Plan of Reorganization of Mallinckrodt plc and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* and approved bankruptcy solicitation materials and documents and procedures for soliciting and tabulating votes (the “Plan”); and

WHEREAS, the Plan seeks to resolve all litigation that Mallinckrodt is engaged in by settlement, including the Opioid MDL, and to restructure Mallinckrodt’s capital structure; and

WHEREAS, because the County filed a proof of claim in Mallinckrodt’s bankruptcy case as a creditor, it is entitled to vote on the Plan; and

WHEREAS, the deadline to vote on the Plan is currently September 10, 2021; and

WHEREAS, at this time, it is uncertain whether the vote on the Plan will proceed on September 10, 2021, and neither the Plaintiffs’ Executive Committee nor the County’s outside counsel have made a recommendation on the Plan; and

WHEREAS, due to the expedited nature of bankruptcy proceedings, a vote on the Plan may be required before the Board’s next regularly scheduled meeting; and

WHEREAS, as such, this Board wishes to authorize the County Attorney or the County Attorney’s designee, in consultation with the County Mayor or County Mayor’s designee, the PHT CEO or the PHT CEO’s designee, and outside counsel, to vote in favor of or against the Plan,<<

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, this Board:

Section 1. Approves and incorporates the foregoing recitals in this resolution.

Section 2. Authorizes Miami-Dade County to join with the State of Florida and other local governments as a participant in the Florida Memorandum of Understanding (“MOU”) implementing a unified plan for the allocation and use of opioid litigation settlement proceeds obtained in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid MDL”), including, but not limited to, proceeds obtained from the settlement agreements with (1) certain distributor defendants; (2) Johnson & Johnson and affiliated companies; and (3) other defendants in any future settlement agreements entered in the Opioid MDL.

Section 3. Approves the terms of the MOU, in substantially similar form as attached hereto as Attachment A.

Section 4. Authorizes the County Mayor or County Mayor’s designee to execute the MOU and, in consultation with the County Attorney’s Office and the PHT CEO or the PHT CEO’s designee, negotiate any final agreement, if needed, between the County, the State and any other necessary parties that formalizes the terms of an agreement based on the MOU. Such agreements shall be presented directly to the full Board for consideration and approval without committee review.

Section 5. Authorizes the County Mayor or County Mayor’s designee, in consultation with the County Attorney’s Office and the PHT CEO or the PHT CEO’s designee, to negotiate the terms of agreements with municipalities necessary for the County to be designated a Qualified County under the MOU consistent with the requirements therein. Such agreements shall be presented directly to the full Board for consideration and approval without committee review.

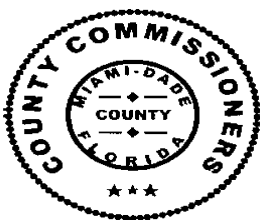
>>**Section 6.** Authorizes the County Attorney or the County Attorney’s designee, in consultation with the County Mayor or County Mayor’s designee, the PHT CEO or the PHT CEO’s designee, and outside counsel, to vote in favor of or against the *Joint Plan of*

Reorganization of Mallinckrodt plc and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code In re Mallinckrodt plc, et al., Case No. 20-12522 (JTD) (Bankr. D. Del.) and directs the County Attorney to provide a report to the Board regarding the actions taken pursuant to the authority delegated in this section.<<

The Prime Sponsor of the foregoing resolution is County Attorney Geri Bonzon-Keenan and the Co-Sponsor is Commissioner Sally A. Heyman. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	absent	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "AB", written over a horizontal line.

Angela Benjamin
Shanika A. Graves

PROPOSAL
MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

A. Definitions

As used in this MOU:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. “State” shall mean the State of Florida.

B. Terms

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

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

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

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

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

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

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

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

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

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

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

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

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

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

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

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

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

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

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

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

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

Schedule A

Core Strategies

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

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

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

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

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

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

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

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

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

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

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

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

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

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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

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

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

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

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

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

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

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

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

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

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: January 18, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: Resolution No. 2794.22 – Employment Agreement with Silvia Drobiarz

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2794.22 as presented.

Background:

For the last two years, we have engaged Silvia Drobiarz to assist the Town's Code Compliance with day-to-day functions.

We are asking that you formalize our relationship and approve a new contract with Mrs. Dobriarez for the 2021/2022 fiscal year.

Fiscal Impact:

The contract calls for an hourly rate of \$32.00 per hour, health insurance coverage provided in the same manner as afforded to non-contracted employees, and a deferred compensation dollar-for-dollar match up to 10% of annual compensation.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2794.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT FOR CONTRACT EMPLOYEE SILVIA DROBIARZ TO PROVIDE ADMINISTRATIVE ASSISTANCE SERVICES IN THE CODE COMPLIANCE DEPARTMENT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to engage Silvia Drobiarz (the "Contractor") to provide administrative assistance in the code compliance department on a contract basis, and;

WHEREAS, the Contractor desires to provide her special expertise to the Town for the benefit of the Code Compliance Department, and;

WHEREAS, the Town Council finds that it is in the best interest of the Town to engage the Contractor under the terms of the Agreement for Accounting Contract Services (the "Agreement") as attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Agreement. The Town Council hereby approves the Agreement attached as Exhibit "A" to this Resolution.

Section 3. Implementation. The Town Council authorizes Town Manager to execute the Agreement and the Town Manager to take all action necessary to implement the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing resolution was offered by _____,
seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 18th day of January, 2022.

ATTEST:

VICE MAYOR JUDY LUSSKIN

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF
GOLDEN BEACH AND SILVIA DROBIARZ FOR
ADMINISTRATIVE ASSISTANCE SERVICES IN THE CODE COMPLIANCE
DEPRATMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021
("Effective Date") by and between the TOWN OF GOLDEN BEACH, a municipal entity
("TOWN") and SILVIA DROBIARZ ("CONTRACT EMPLOYEE").

WITNESSETH:

WHEREAS, TOWN has the need to utilize the services of a Contract Employee as an independent contractor to provide Administrative Assistance in the Code Compliance Department; and

WHEREAS, Contract Employee asserts that she is competent, trained and qualified currently to perform the duties of an Administrative Assistant; and

WHEREAS, the parties desire to enter into this Agreement to outline the duties and responsibilities of the parties,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Contract Employee is hereby retained on a bi-weekly basis, to provide Administrative assistance in the Town of Golden Beach Code Compliance Department.

1.2. Professional Practices. All professional services to be provided by CONTRACT EMPLOYEE pursuant to this Agreement shall be provided by personnel identified in the Proposal and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional CONTRACT EMPLOYEE in similar fields and circumstances in accordance with sound professional practices. CONTRACT EMPLOYEE also warrant that they are familiar with all laws that may affect its performance of this Agreement and shall advise TOWN of any changes in any laws that may affect CONTRACT EMPLOYEES' performance of this Agreement.

1.3. Warranty. CONTRACT EMPLOYEES warrant that they shall perform the services required by this Agreement in compliance with all applicable Federal and Florida employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and

ordinances applicable to the services required under this Agreement. CONTRACT EMPLOYEES shall indemnify and hold harmless TOWN from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including reasonable attorneys' fees and costs, presented, brought, or recovered against TOWN for, or on account of any liability under any of the above-mentioned laws, arising from or related to CONTRACT EMPLOYEES' performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, CONTRACT EMPLOYEE shall not engage in, nor permit their officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. CONTRACT EMPLOYEE acknowledge that TOWN may enter into agreements with other CONTRACT EMPLOYEE for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of TOWN.

1.7. Conflicts of Interest. During the term of this Agreement, CONTRACT EMPLOYEE shall at all times maintain a duty of loyalty and a fiduciary duty as to the TOWN and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the TOWN.

2. **TERM**. The term of this Agreement shall begin on October 1, 2021 and terminate at midnight on September 30, 2022.

3. **COMPENSATION AND EXPENSES**. For the term of this Agreement, CONTRACT EMPLOYEE shall be compensated for her services at \$32.00 an hour. CONTRACT EMPLOYEE shall not be entitled to any compensation, leave accruals, retirement or other benefits beyond the aforementioned hourly rate of pay; health insurance and deferred compensation. The Town shall provide Contract Employee with a deferred compensation dollar-to-dollar match up to

10% of annual compensation. The Town shall provide the CONTRACT EMPLOYEE with the same health insurance as its regular employees.

The premium paid by the Town shall be 100% of the full single coverage premium for the employee, including any increases in said premium during the term of this Agreement.

The Town will offer dependent health insurance coverage to its regular full-time employees. The Town will pay 50% of the premium for dependent coverage for those employees who elect said coverage. The health insurance company shall be selected by the Town in its sole discretion, and the Town may change insurance companies at its discretion. In the event the Town changes insurance companies, the Town will attempt to provide sixty (60) days' notice prior to any change in health insurance companies. In the event the Town decides to change insurance companies, the Town will request the new company to cover all employee pre-existing conditions.

4. **TERMINATION.** Under the terms of this Agreement, Contract Employee serves in an "at will" capacity and may be terminated at any time, with or without cause, and Contract Employee may resign at any time. Nothing in this Agreement shall be construed as creating any vested right in the position of Accounting Assistance Contract Employee or in employment with the TOWN.

5. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. Any correspondence, letters, documents, or discussions leading up to this Agreement or in any way made between the parties or their agents are replaced and superseded by this Agreement.

6. **COMPLIANCE WITH LAWS.** The parties hereto shall comply with applicable laws of the United States of America, the State of Florida, and all other applicable laws.

7. **GOVERNING LAW.** This Agreement shall be enforced and interpreted under the laws of the State of Florida.

8. **ATTORNEY'S FEES.** In any litigation relating to this Agreement, the prevailing party shall be entitled to reasonable attorney fees. The cost, salary, and expenses of the Town Attorney and members of his/her office in enforcing this contract on behalf of the TOWN shall be considered "attorney's fees" for the purposes of this paragraph.

9. **SEVERABILITY.** If any portion of this Agreement is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Agreement or any provision hereof shall not be affected.

10. **WAIVER.** Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

11. **AMENDMENT.** This Agreement may only be amended by a written instrument executed by the parties hereto, and may not be amended by oral agreement.

12. **ASSIGNMENT.** This Agreement shall not be assigned by Contract Employee, without prior written consent of the Town.

13. **INDEMNIFICATION AND HOLD HARMLESS.** CONTRACT EMPLOYEES shall protect, defend, indemnify and hold harmless TOWN and its elected and appointed official, boards, commissions, and officers, attorneys, agents and employees from any and all claims, losses, demands suits, administrative actions, penalties, liabilities and expenses, including reasonable attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not limited to, all civil claims or workers' compensation claims arising from or in any way related to CONTRACT EMPLOYEES performance under this Agreement, except when caused solely by the Town's negligence.

1. 14. **INDEPENDENT CONTRACTOR STATUS.** CONTRACT EMPLOYEE is a Contract Employee and not a regular employee of the Town of Golden Beach. The Contractor Employee has no rights, benefits, or privileges on any other labor organization. The CONTRACT EMPLOYEE shall be a "ADMINISTRATIVE ASSISTANT" for the Town of Golden Beach Code Compliance Department for accounting services for the Town of Golden Beach. The Code Compliance Department, however; shall determine the CONTRACT EMPLOYEE's methods and types of production. The CONTRACT EMPLOYEE's compensation is based upon performing and completing work and upon time spent in completing any particular assignment. As a convenience to the CONTRACT EMPLOYEE, the TOWN shall be responsible for the payment of income taxes, social security-payments, Medicare obligations, as well as all other financial obligations incumbent upon the CONTRACT EMPLOYEE because of compensation under this AGREEMENT.

15. **CONFLICT OF INTEREST; DUTY TO DISCLOSE:** The CONTRACT EMPLOYEE must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the

CONTRACT EMPLOYEE or any relative of CONTRACT EMPLOYEE, or any person, firm or entity doing business with or soliciting business from the TOWN. A “conflict of interest” means any business relationship or other situation where a reasonable person might perceive that the CONTRACT EMPLOYEE or any of their relative could lead to disregard the interest of TOWN

The CONTRACT EMPLOYEE must not disclose procurement information or proprietary CONTRACT EMPLOYEE information to any person, firm or entity not employed by the TOWN during any TOWN procurement process.

16. **RESPONSIBILITY FOR ERRORS.** CONSULT ANTS shall be responsible for their work and results under this Agreement. CONTRACT EMPLOYEES, when requested, shall furnish clarification and/or explanation as may be required by the TOWN's representative, regarding any services rendered under this Agreement at no additional cost to TOWN. In the event that an error or omission attributable to CONTRACT EMPLOYEES occurs, then CONTRACT EMPLOYEES shall, at no cost to TOWN, provide all other CONTRACT EMPLOYEES professional services necessary to rectify and correct the matter to the sole satisfaction of TOWN and to participate in any meeting required with regard to the correction.

17. **PROHIBITED EMPLOYMENT.** CONTRACT EMPLOYEES shall not employ any current employee of TOWN to perform the work under this Agreement while this Agreement is in effect.

18. **COSTS.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

19. **NO THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is entered into for the sole benefit of TOWN and CONTRACT EMPLOYEE and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**CONTRACT EMPLOYEE SERVICES AGREEMENT BETWEEN THE TOWN OF
BEACH AND SILVIA DROBIARZ FOR
ADMINISTRATIVE ASSISTANCE SERVICES IN THE CODE COMPLIANCE
DEPARTMENT**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and date first above written.

Date: _____, 2021

By: _____

Name
Silvia Drobiarz

Date: _____, 2021

TOWN OF GOLDEN BEACH

By: _____

Name
Town Manager

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: January 18, 2022

To: Honorable Mayor Glenn Singer and
Town Council Members

From: Alexander Diaz, Town Manager *Alex B*

Subject: Resolution No. 2795.22- Approving a Professional Services
Contract between Town and Estrada Hinojosa & Company

Item Number:

5

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2795.22 as presented.

Background:

During the last few months, we have commenced the process of reviewing our funding needs for new projects and the possibility of restructuring the Town's debt. In the immediate planning horizon, the Administration has identified over \$8-million in potentially new projects for our Town. We are exploring all of our funding strategies and would like to work in materializing a few funding options.

Per SEC guidelines, in order to begin a more detailed analysis and study of our funding needs we must have a formal relationship with any potential Financial Advisors.

The enclosed agreement formalizes a relationship with Estrada Hinojosa and Company, the firm the Town has utilized for all recent financial consulting.

Fiscal Impact:

Based on the hourly rates provided in the attached contract (Exhibit "A").

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2795.22

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH,
FLORIDA APPROVING PROFESSIONAL SERVICES
CONTRACT BETWEEN THE TOWN OF GOLDEN
BEACH AND ESTRADA HINOJOSA & COMPANY, INC.,
CONCERNING FINANCIAL ADVISORY SERVICES;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Council (the "Town Council" or "Council") of the Town of Golden Beach, Florida (the "Town"), hereby determines that it is in the best interest of the Town to retain the professional financial advisory services of Estrada Hinojosa & Company, Inc. (the "Consultant") to review our funding needs for new projects and the possibility of restructuring the Town's debt; and

WHEREAS, the Town Council finds that approval of the attached agreement between the Consultant and the Town of Golden Beach is in the best interest of the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA:

Section 1. Recitals Adopted. Each of the recitals stated above is hereby adopted and confirmed

Section 2. Agreement Approved. The Contract, in substantially the form attached hereto as Exhibit "A", is hereby approved, and the Mayor and/or Town Manager are authorized to execute the Contract on behalf of the Town, after approval by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. The Mayor, Town Manager and Town Attorney are hereby authorized to take any necessary action to implement the Contract and this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by _____,
seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida this 18th day of January, 2022.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT “A”

FORM OF CONTRACT

**TOWN OF GOLDEN BEACH, FL
AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT made and entered into as of the __ day of January 2022, by and between the TOWN OF GOLDEN BEACH (the "TOWN") and ESTRADA HINOJOSA & COMPANY, INC., a Texas corporation which is authorized to do business in Florida, (the "MUNICIPAL ADVISOR").

RECITALS:

The TOWN wants to engage the MUNICIPAL ADVISOR to perform certain professional services for the TOWN, consisting of the services described herein and any necessary financial advisory services related to the potential authorization and issuance of indebtedness as required by the TOWN as specifically described below (the "Specified Services"). The MUNICIPAL ADVISOR wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

A. The MUNICIPAL ADVISOR agrees to provide the Specified Services upon written request from the TOWN MANAGER. The MUNICIPAL ADVISOR shall provide the Specified Services as an independent contractor for the TOWN.

B. The Specified Services to be provided by MUNICIPAL ADVISOR shall include, but not be limited to each of the financial advisory tasks, including both planning and transactional services, as applicable, which are set forth in the Specified Services list, a copy of which is attached hereto and incorporated herein as Exhibit A.

C. The MUNICIPAL ADVISOR shall regularly provide status reports to the TOWN, as

requested by the TOWNMANAGER.

2. FEES FOR SERVICES

A. The MUNICIPAL ADVISOR agrees to charge the TOWN for the performance of the Specified Services which are provided by MUNICIPAL ADVISOR, in accordance with the fee schedule which is set forth in Exhibit B, a copy of which is attached hereto and incorporated herein, plus reasonable and necessary costs as approved by the TOWN MANAGER.

B. Except as otherwise provided in Exhibit B as to costs and fees for specific debt issuance transactions, any additional fees and costs shall be invoiced in the month following performance of service and expenditure of costs by MUNICIPAL ADVISOR, pursuant to advance written work authorizations from the TOWN MANAGER. The work authorizations shall describe the specific requested work tasks, the applicable fees and the estimated costs. Other than the services covered by the Agreement, no work shall be undertaken by MUNICIPAL ADVISOR unless authorized in writing by the TOWN MANAGER pursuant to a work authorization.

C. Invoices shall also reflect a record of time expended by MUNICIPAL ADVISOR in providing the Specified Services, for TOWN's information and for those services which are provided at hourly billing rates.

3. TERM

This agreement shall become effective at the date of acceptance by the TOWN set out herein below for a period of three years from the date of acceptance. The Town Manager, at their sole discretion, may renew the agreement on behalf of the Town for an additional two-year period, under the same

terms as described in this agreement, by providing written authorization to the MUNICIPAL ADVISOR. and will be subject to automatic annual renewal thereafter. Provided, however, this Agreement may be terminated with or without cause by the TOWN or the MUNICIPAL ADVISOR upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amount due to the MUNICIPAL ADVISOR for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. This Agreement is submitted in triplicate originals. When accepted by the TOWN, it, together with all Appendices attached hereto, will constitute the entire Agreement between the TOWN and the MUNICIPAL ADVISOR for the purposes and the considerations herein specified. Acceptance will be indicated by the signature of authorized officials of the TOWN together with the date of acceptance on all three copies and the return of two executed copies to the MUNICIPAL ADVISOR.

4. ASSIGNMENT

This Agreement involves skilled professional services and shall not be assignable by the MUNICIPAL ADVISOR.

5. PROHIBITION AGAINST CONTINGENT FEES; OTHER MATTERS

The MUNICIPAL ADVISOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPAL ADVISOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the MUNICIPAL ADVISOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

6. TERMINATION

This Agreement may be terminated by the TOWN upon thirty (30) days written notice with or without cause and by the MUNICIPAL ADVISOR upon thirty (30) days written notice with or without cause. If this Agreement is terminated, the MUNICIPAL ADVISOR shall be paid in accordance with the provisions of Paragraph 2 above, for all acceptable work performed up to the date of termination.

7. NONEXCLUSIVE AGREEMENT

The services to be provided by the MUNICIPAL ADVISOR pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the TOWN from engaging other firms to perform the same or similar services for the benefit of the TOWN within the TOWN'S sole and absolute discretion.

8. RECORDS

All original reports, documents, analysis and materials (the "Materials") that result from the MUNICIPAL ADVISOR providing Specified Services shall be the property of the TOWN. Upon termination of this Agreement or upon request of the TOWN during the term of this Agreement, any and all such Materials shall be delivered to the TOWN by the MUNICIPAL ADVISOR.

9. ENTIRE AGREEMENT

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The TOWN MANAGER shall act for TOWN hereunder, subject to review and approval of such written consent by the TOWN Attorney as to form and legal sufficiency.

10. WARRANTIES OF MUNICIPAL ADVISOR

- A. The MUNICIPAL ADVISOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services and will timely file all required reports.
- B. The MUNICIPAL ADVISOR shall exercise the same degree of care, skill and diligence in the performance of the Specified Services as is ordinarily provided by a consultant under similar circumstances.

11. INSURANCE

A. The MUNICIPAL ADVISOR shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage (if applicable) shall be as provided by Chapter 440, Fla. Stat. The TOWN shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the TOWN 30 days prior to the effective date of cancellation or reduction of coverage.

B. The MUNICIPAL ADVISOR shall indemnify and hold harmless the TOWN, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct

of the MUNICIPAL ADVISOR and persons employed or utilized by the MUNICIPAL ADVISOR in the performance of the Agreement.

12. PUBLIC RECORDS

A. MUNICIPAL ADVISOR agrees to keep and maintain public records in MUNICIPAL ADVISOR's possession or control in connection with MUNICIPAL ADVISOR's performance under this Agreement. The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the MUNICIPAL ADVISOR involving transactions related to this Agreement. MUNICIPAL ADVISOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. MUNICIPAL ADVISOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

B. Upon request from the Town's custodian of public records, MUNICIPAL ADVISOR shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

13. **NOTICES**

All notices and communications to the TOWN or MUNICIPAL ADVISOR shall be in writing by mail, email or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

TOWN:	Alexander Diaz Town Manager 1 Golden Beach Drive Golden Beach, FL 33160 alexdiuz@goldenbeach.us
With a copy to:	Stephen Helfman Town Attorney 1 Golden Beach Drive Golden Beach, FL 33160 shelfman@wsh-law.com
Municipal Advisor:	Estrada Hinojosa & Company, Inc. 55 Merrick Way, Suite 216 Miami, FL 33134 Attention: Lourdes Reyes Abadin abadin@ehmuni.com Estrada Hinojosa & Company, Inc. 600 N. Pearl Street, Suite 2100 South Tower Dallas, TX 75201 Attention: Robert A. Estrada rae@ehmuni.com

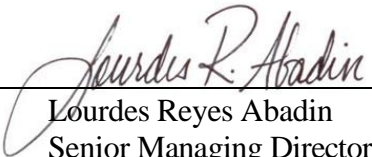
14. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for litigation hereunder shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

MUNICIPAL ADVISOR:

ESTRADA HINOJOSA &
COMPANY, INC.

By: 
Lourdes Reyes Abadin
Senior Managing Director

TOWN:

TOWN OF GOLDEN BEACH
1 Golden Beach Drive
Golden Beach, FL 33160

By: _____
Alexander Diaz
Town Manager

Attest: _____
Lissette Perez
Town Clerk

By: _____
Corporate Secretary

Approved as to Form and Legal Sufficiency:

By: _____
Stephen Helfman
Town Attorney

EXHIBIT A

SPECIFIED SERVICES TO BE PROVIDED BY MUNICIPAL ADVISOR

A1. Evaluation and Planning Services

1. Municipal Advisor will advise as to the financing alternatives and its elements for various capital improvement projects.
2. Municipal Advisor will assist with analyzing the financial impact of the financing mechanisms. This analysis will include how the issuance of additional debt will impact current revenue streams, anti-dilution tests, debt service coverage ratios and future debt flexibility for the Town.
3. Municipal Advisor will assist the Town with the preparation of any upcoming financings to meet the Town's capital improvement needs. It is understood and agreed that the Municipal Advisor will charge, in addition to its Financial Advisory fee, a transaction execution fee to be negotiated in advance on a case-by-case basis.

A2. Transaction Execution Services

1. Municipal Advisor will attend any and all meetings of governing body of the Town, its staff, representatives or committees as requested by the Town, at all times when Municipal Advisor may be of assistance or service and the subject of financing is to be discussed.
2. Municipal Advisor will advise the Town and its staff of changes, proposed or enacted, in Federal and State laws and regulations which would affect the municipal bondmarket.
3. Municipal Advisor will work with the Town, its staff and any Municipal Advisors employed by the Town in developing financial feasibility studies and analyzing alternative financing plans.
4. Municipal Advisor will conduct a survey of the financial resources of the Town to determine the extent of its capacity to authorize, issue and service debt. This survey will include an analysis of existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Town. In the event revenues of existing or projected facilities operated by the Town are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues, as projected by consulting engineers employed by the Town, resulting from improvements to be financed by the Debt Instruments under consideration. Municipal Advisor will also take into account future financing needs and operations as projected by the Town's staff and consulting engineers or other experts, if any, employed by the Town.
5. On the basis of the information developed by the survey described above, and other information and experience available to Municipal Advisor, Municipal Advisor will submit to the Town its

recommendations on the Debt Instruments under consideration including such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon its professional judgment with the goal of designing Debt Instruments which can be sold under terms most advantageous to the Town and at the lowest interest cost consistent with all other considerations.

6. Municipal Advisor will advise the Town of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in Municipal Advisor's opinion, will be favorable.
7. Municipal Advisor understands the Town has retained, or will retain, firms of municipal bond attorneys (the "Bond Counsel") whose fees will be paid by the Town. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, Municipal Advisor will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.
8. Municipal Advisor will recommend the method of sale of the Debt Instruments that, in its opinion, is in the best interest of the Town and will proceed, as directed by the Town, with one of the following methods:
 - a. **Competitive Sale**: Municipal Advisor will advise the Issuer regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers for the Debt Instruments in accordance with established procedures.
 - b. **Negotiated Sale**: Municipal Advisor will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will Municipal Advisor participate either directly or indirectly in the underwriting of the Debt Instruments. Municipal Advisor will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. Municipal Advisor will cooperate with the underwriters in obtaining any Blue-Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.
9. Subject to the approval of the Town, Municipal Advisor will organize and make arrangements for such information meetings as, in its judgment, may be necessary.

EXHIBIT B
FEE SCHEDULE

In consideration for the services rendered by Estrada Hinojosa, our fee for financial advisor services will be as follows:

A. **Evaluation and Planning Services (Exhibit A1)** - The Hourly Fees listed below would apply to the services rendered as described in A1. Exhibit "A".

Hourly Fees:

Managing Directors	\$320 per hour
Senior Bankers	\$275 per hour
Associates	\$185 per hour
Administrative	\$ 65 per hour

DISCLOSURE STATEMENT REQUIRED

BY

MUNICIPAL SECURITIES RULEMAKING BOARD

This Disclosure Statement is provided by Estrada Hinojosa & Co., Inc. (“Municipal Advisor”) to the Town of Golden Beach (“Client”) in connection with the Municipal Advisor Engagement contract to which this disclosure document pertains (the “Agreement”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest pursuant to MSRB Rule G-42(b) and the events required to be disclosed to Client pursuant to MSRB Rule G-42 (c)(ii).

Part A (Disclosures of Conflicts of Interest)

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, Municipal Advisor makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Municipal Advisor’s financial or other interests.

In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service, and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor’s supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

1. **Compensation-Based Conflicts.** If fees due under this Agreement are partially based on the size of a bond Issue and contingent upon the delivery of the bonds, this form of compensation has the potential to create a conflict of interest. While customary in the municipal securities market, the potential conflict of interest arises from the incentive for a Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.
2. **Other Municipal Advisor or Underwriting Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering.

In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases (such as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities), the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its duties to Client.

3. **Broker-Dealer Business.** Municipal Advisor is a broker-dealer that provides underwriting services to its clients, in addition to serving as a municipal advisor. Such underwriting activities may be undertaken on behalf of, or as counterpart to, current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with underwriting transactions is mitigated by means of such activities being engaged in on customary terms under an active and long-standing regulatory structure, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

At this time, there are no *actual* material conflicts of interest known to Municipal Advisor in connection with the current Agreement. Municipal Advisor has listed the *potential* conflicts of interest to comply with MSRB Rule G-42.

Part B (Disclosures of Information Regarding Legal Events and Disciplinary History)

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. The following legal or disciplinary events may be material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel:

1. In March 2012, the Municipal Advisor paid a \$10,000 fine to settle a FINRA enforcement matter arising from the late filing of Final Official Statements.
2. In July 2015, the Municipal Advisor paid a \$17,500 fine to settle a FINRA enforcement matter arising from the late and/or inaccurate reporting of municipal bond trades.
3. In September 2015, the Municipal Advisor settled an enforcement action brought by the United States Securities and Exchange Commission as a result of their Municipal Continuing Disclosure Initiative (MCDC). As part of the settlement, the Municipal Advisor paid a \$40,000 fine.

A full report of the Municipal Advisor's disciplinary history, including the events summarized above, can be found on the Municipal Advisor's Form MA and Form MA-I filings. These filings are available online in the EDGAR database maintained by the United States Securities and Exchange Commission at this location:

<https://www.sec.gov/cgi-bin/browse-edgar?company=estrada+hinojosa&owner=exclude&action=getcompany>

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 as applicable. The disclosures filed on Form MA and Form MA-I were all filed on Form BD or U4 for the applicable event. Detailed information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by FINRA's BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, Municipal Advisor's CRD number is 19299.

The disclosure items listed above were all related to the Underwriting business segment of Estrada Hinojosa & Co., Inc.; not from any activity relating to our Municipal Advisory business segment. The events themselves were technical in nature and did not involve any investor harm or market disruption. **The Municipal Advisor last materially updated Form MA on September 1, 2016.**

Part C Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Sincerely,

A handwritten signature in cursive script that reads "Estrada Hinojosa & Company, Inc.".

Estrada Hinojosa & Company, Inc.

NOTIFICATION REQUIRED BY MUNICIPAL SECURITIES RULE MAKING BOARD RULE G-10
INVESTOR EDUCATION AND PROTECTION

The rule referred to requires us to provide you with information related to municipal advisory services provided by Estrada Hinojosa & Co., Inc. (“EH”). Please note that EH is registered with the United States Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). As such, EH is subject to the regulations and rules established by the SEC and MSRB which apply to municipal advisory activities.

The website for the SEC is www.sec.gov and the website for the MSRB is www.msrb.org. In addition to having educational materials about the municipal securities market, the MSRB website has an investor brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint against EH or an EH representative with the FINRA Investor Complaint Center.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: January 18, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

6

Subject: Resolution No. 2796.22- Authorizing Commencement of a Formal Process to Adopt a Special Assessment for High Speed Internet Services

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2796.22 as presented. The attached Resolution is (a) authorizing commencement of the formal statutory process for adopting a special assessment for high speed internet services in accordance and in the manner required by state law, and (b) authorizing the Town Manager and staff to take steps necessary to levy this special assessment.

Background:

On April 20, 2021 via Resolution 2742.21 Council authorized the Town Attorney to submit a request to the Attorney General for Opinion Regarding Authorization to impose a special assessment to Telecommunication Services.

On June 15, 2021 via Resolution 2750.21 Council approved contract negotiations with Hotwire Communications. After successful negotiation and delivery of that contract, the Town broke ground on the project on October 28, 2021- making us the first municipality in the nation to provide our Town with a fully managed, 100% fiber optic/GPON network backbone, and deliver a Fiber-to-the-Home Over IP (VOIP), Phone, Internet protocol Television (IPTV), CCTV, Network security and monitoring, and more.

On November 16, 2021 via Resolution 2791.21 Council authorized the Town Manager to publish the Notice of Intent to Use the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments for high speed internet services.

It has always been the stated objective of the Administration to be able to pass on the direct cost associated with providing this service to our residents. This

resolution establishes the Town's intent to use the Uniform Method to be able to levy and collect the non-ad valorem assessment with the fiscal year beginning on October 1, 2022. The Town has engaged SCS Engineers to conduct a rate study which will determine the method and appropriate fee that will be levied. It is estimated that the fee will range between \$50 and \$60 per month per individually developed lot.

Fiscal Impact:

To be provided as part of the rate study being performed by SCS Engineers.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2796.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, PROVIDING FOR THE UNIFORM METHOD OF LEVYING, COLLECTING AND ENFORCING NON-AD VALOREM ASSESSMENTS FOR HIGH SPEED INTERNET SERVICES IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, F.S. THROUGHOUT THE INCORPORATED AREA OF THE TOWN FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING AND TRANSMITTAL OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant the Charter of the Town of Golden Beach, Florida (the “Town”), and Chapter 166, Florida Statute, the Town has the authority to enter into a Service Agreement, including addendums thereto with Hotwire Communications, Ltd, a Pennsylvania Limited Partnership (the “Internet Provider”) to provide for high-speed fiber optic internet services (“Internet Services”) to the Town and to all of the properties located within the boundaries of the Town and to defray the cost of providing such Internet Service in whole or in part by the imposition of non-ad valorem special assessments on the properties benefitted by such Internet Services; and

WHEREAS, the Town Council of the Town hereby determines that the provision of Internet Services are necessary for the health, safety and welfare of the residents of the Town; and

WHEREAS, Section 197.3632, Florida Statutes establishes a uniform method for the levy, collection and enforcement of non-ad valorem assessments (the “Uniform Method”); and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the Town to elect to utilize the Uniform Method; and

WHEREAS, the Town Council desires to use the Uniform Method for the purpose of collecting special assessments to be levied on those properties benefitted by provision of such Internet Services; and

WHEREAS, the Town Council has advertised and conducted a public hearing, as shown on the advertisement and proof of publication attached hereto and incorporated herein as Exhibits “A” and “B,” respectively, prior to the adoption of this Resolution; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the legal description of the boundaries of the properties which may be subject to the levy of non-ad valorem assessments is attached hereto and incorporated herein as Exhibit “C;” and

WHEREAS, the Town Council finds that the adoption of this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF GOLDEN BEACH, FLORIDA AS FOLLOWS:

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

Section 2. Intent. Commencing with the fiscal year beginning October 1, 2022, the Town intends to use the Uniform Method of collecting non-ad valorem assessments as authorized by Section 197.3632, Florida Statutes, as amended from time to time to fund the costs of the Internet Services. Such non-ad valorem assessments will be levied within the incorporated area of the Town (the “Service Area”). A legal description of the Service Area subject to the non-ad valorem assessment is attached hereto and

incorporated herein as Exhibit “C.” The non-ad valorem assessments and the Town’s use of the Uniform Method of collecting such non-ad valorem assessments may continue for more than one year.

Section 3. Need for Levy. The Town Council hereby determines that the levy of the non-ad valorem assessments is needed to defray the cost of providing Internet Services within the Service Area of the Town.

Section 4. Authorization. The Town Council hereby authorizes the Town Manager to implement the intent and purpose of this Resolution by, including but not limited to, notifying the Miami-Dade County Property Appraiser’s office, the Tax Collector and the Department of Revenue for the State of Florida of the Town’s intent to collect such non-ad valorem assessments by using the uniform method of collection and entering into a written agreement with the Property Appraiser and Tax Collector for this purpose, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

Section 5. Direction to Town Clerk. The Town Clerk is hereby directed to send certified copies of this Resolution to the Miami-Dade County Property Appraiser, Miami-Dade County Tax Collector, and the Florida Department of Revenue.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Motion to adopt the foregoing Resolution was offered by _____, seconded by _____ and on roll call the

following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this ____ day of _____, 2022.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT A

**NOTICE BY THE TOWN OF GOLDEN BEACH
OF INTENT TO USE THE UNIFORM AD VALOREM
METHOD OF COLLECTION OF A
NON-AD VALOREM ASSESSMENT**

[insert copy of newspaper advertisement – entire page]

EXHIBIT B

**PROOF OF PUBLICATION OF
NOTICE BY THE TOWN OF GOLDEN BEACH
OF INTENT TO USE THE UNIFORM AD VALOREM
METHOD OF COLLECTION OF A
NON-AD VALOREM ASSESSMENT**

[insert copy of proof of publication]

EXHIBIT C

LEGAL DESCRIPTION OF SERVICE AREAS SUBJECT TO ASSESSMENT

Beginning at a point on the east right-of-way line of the Intracoastal Waterway as shown on the plat of "Florida East Coast Canal" as recorded in Plat Book 37, at page 2, of the public records of Dade County, Florida; said point being located on the north line of Section 35, Township [51](#) South, Range [42](#) East, and 3,752.5 feet east of the northwest corner of said Section 35;

Thence, easterly along the north line of said Section 35 a distance of 1,400 feet, more or less, to the mean high water line of the Atlantic Ocean;

Thence, southerly along the mean high water line of the Atlantic Ocean 6,570 feet, more or less, to the north line of a tract deeded by Benjamin Kline to Alfred E. Hills recorded in Deed Book 367, at page 382, of the public records of Dade County, Florida;

Thence, westerly along the north line of said Hills tract 1,850 feet, more or less, to a point on the east right-of-way line of the Intracoastal Waterway; said point also being the southwest corner of the plat of "Section `D' of Golden Beach," as recorded in Plat Book 10, at page 10, of the public records of Dade County, Florida;

Thence, northerly and easterly along the west and north lines of Block `H' of said plat 530 feet, more or less, to the intersection with the southerly projection of the west line of Block `J' of said plat;

Thence, northerly along said southerly projection and along the west line of said Block `J' 1,080 feet, more or less, to the intersection with the south line of said Section 35; said point of intersection being located 3,245.09 feet east of the southwest corner of said Section 35;

Thence, northerly along the east right-of-way line of the Intracoastal Waterway 5,300 feet, more or less, to the point of beginning.

Together with all riparian rights in any wise incident or otherwise appertaining to said land.

NEW VETERANS
MEMORIAL &
PLAQUE



NEW TOWN
MONUMENT

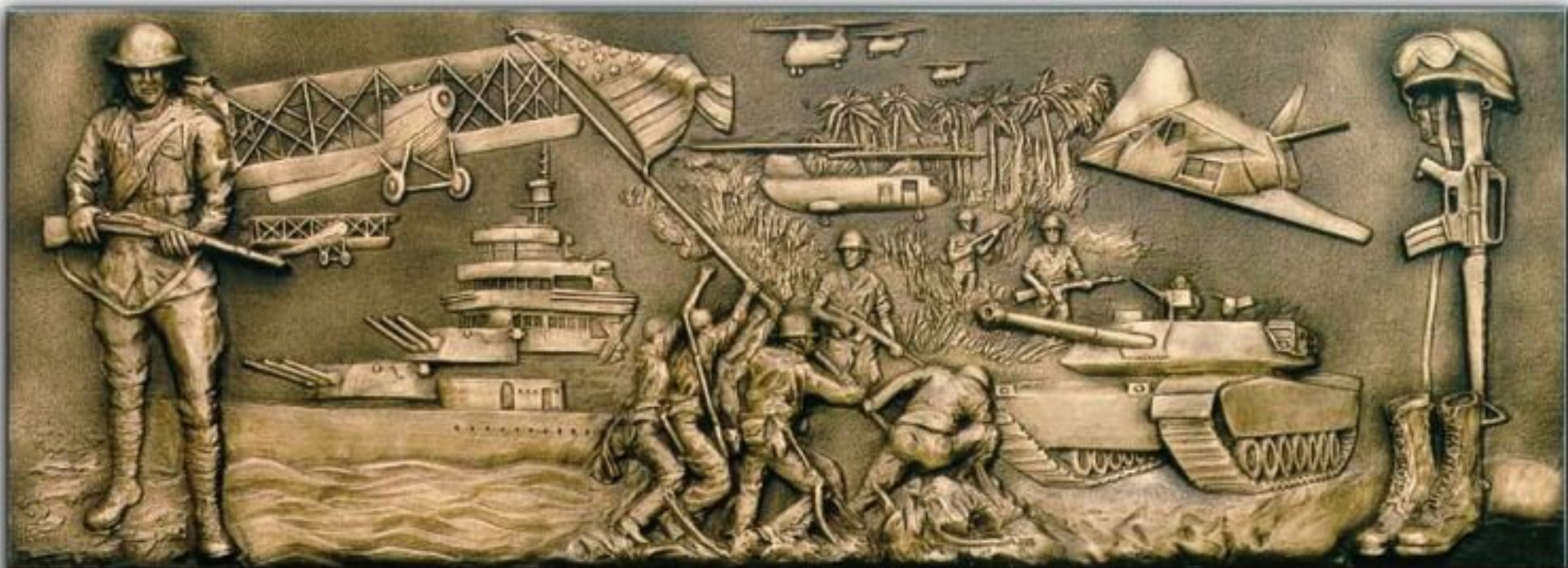


LINE OF CURB GRADE @ +3.00



**DEDICATED TO THE
MEN AND WOMEN WHO SERVED
IN THE ARMED FORCES**





In Tribute to All Veterans of the United States

This memorial honors all American Veterans who, although separated by generations, shared a common undeniable goal to valiantly protect our country's freedoms. The memories of these American Veterans and our gratitude will continue to live on whenever and wherever democracy exists. The American Veteran is forever a symbol of heroism, sacrifice, loyalty, and freedom.

"...that this nation, under God, shall have a new birth of freedom and that the government of the people, by the people, for the people, shall not perish from the earth."

President Abraham Lincoln, Gettysburg Address

Dedicated July 4, 2006

City of La Porte

Parks & Recreation Department - Main Street Program - La Porte Rotary Club



Dedicated to
the men and women
who served our country
so proudly