

**AMENDMENT TO INTERLOCAL AGREEMENT FOR
THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

THIS AMENDMENT is made and entered into on this _____ day of _____, 2024 (“Effective Date”), by and between the City of Ocala (hereinafter referred to as the “CITY”), and the Marion County Board of County Commissioners (hereinafter referred to as the “COUNTY”) (each hereinafter referred to as “Party,” collectively “Parties”).

WHEREAS:

A. The Parties previously entered into an Interlocal Agreement for the Expenditure of the Opioid Settlement Funds on March 1, 2022 (the “Agreement”); and

B. In the Agreement the Parties expressed intent to enter into an amendment to establish the responsibilities and authority of the Marion County – City of Ocala Joint Opioid Settlement Fund Administration Committee (the “Committee”); and

C. The Parties agree that it is in the best interest of the Parties and the citizens of Marion County to have participation from a wide range of organizations involved addressing the response to the opioid epidemic;

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

SECTION 1. AMENDMENT. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

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

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

4.2. Composition of the Committee. The Committee shall be comprised of:

4.2.1. one member appointed by CITY,

4.2.2. one member appointed by COUNTY,

4.2.3. one member appointed by the Administrative Judge of the Fifth Judicial Circuit in and for Marion County, Florida,

4.2.4. one member appointed by the Marion County Hospital District (“MCHD”),

4.2.5. one member appointed by the Marion County Children’s Alliance,

- 4.2.6. one member appointed by the Chief of Ocala Fire Rescue,
- 4.2.7. one member appointed by the Chief of Marion County Fire Department,
- 4.2.8. one member appointed by the Chief of Ocala Police Department,
- 4.2.9. one member appointed by the Marion County Sheriff,
- 4.2.10. one member appointed by the Director of the Florida Department of Health in Marion County, and
- 4.2.11. one member appointed by an affirmative vote of at least two-thirds (2/3) of the foregoing members who is a resident of Ocala/Marion County in active recovery.
- 4.2.12. The Committee shall have the right to either remove or appoint additional nonvoting Committee members from time to time by 2/3 supermajority vote as it deems necessary. If any person or entity declines to or fails to appoint a member to the Committee, then the appointed members of the Committee may, by majority vote, appoint a person with subject matter expertise in public health or addiction, who is not a provider of opioid-related services in Marion County and is not employed by a provider of opioid-related services in Marion County.

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

4.4. Meetings. The Committee shall meet regularly and as often as needed to effectuate its responsibilities, but no less than quarterly.

4.5. Committee Responsibilities & Authority. The Committee shall have the authority to make recommendations for the expenditure of the Regional Opioid Settlement Funds in accordance with this Agreement, the Florida Plan, and any applicable judicial orders to which the Board of County Commissioners is subject.

- 4.5.1. The Committee shall review the Comprehensive Community Action Plan created by the Marion County Heroin Opioid Taskforce and develop recommendations for the Marion County Opioid Abatement Plan (the “Abatement Plan”) to be presented to COUNTY for approval, at which point it will be COUNTY’s approved Abatement Plan, until such time as COUNTY approves an updated plan.
- 4.5.2. Once COUNTY approves the Abatement Plan, the Committee will review the plan and make a list of priorities.

- 4.5.3. Once the priority list is developed, COUNTY, in coordination with the MCHD, or other third-party, will invite organizations with the greatest capacity for programming and services based on the approved priorities list and Abatement Plan.
- 4.5.4. COUNTY, in coordination with the MCHD, or other third-party, will review and rank the applications for presentation to the Committee.
- 4.5.5. The Committee will then act as the selection committee to provide recommendations for approval or denial to the COUNTY for review and final approval.
- 4.5.6. Once funds are distributed, COUNTY, in coordination with the MCHD, or other third-party, will monitor and review the programs and services of the Beneficiaries of the Regional Opioid Settlement Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable and provide annual reports to the Committee.
- 4.5.7. The Committee must annually make recommendations to the COUNTY for the determination of funding, programs, services, and location priorities for the upcoming year(s). (the “Opioid Abatement Funding Priority List”) based on a review of the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programming.
- 4.5.8. The Committee shall on an as needed/periodic basis update the Abatement Plan, based on data compiled for and arising out of its meetings and information from the Committee.

4.6. Expenditure of Settlement Funds. The Regional Opioid Settlement Funds shall be deposited with the Clerk of Court until disbursements are authorized as provided for in this Agreement as it may be amended. The funds shall be distributed with 95% for priority projects; and 5% for administrative costs. Further, Regional Opioid Settlement Funds shall only be expended in accordance with the requirements of this Agreement and the Florida Plan and shall not be used to supplement COUNTY or CITY budgets, but rather shall be used for Approved Purposes, which may include expansion of, but not replace existing funding for, previously established CITY or COUNTY programs.

4.7. Administrative Costs: COUNTY is responsible for administering the Opioid Settlement Funds remitted pursuant to the Florida Plan and, therefore, COUNTY staff will support the Committee and shall provide all support services including, but not limited to, legal services, contract management, program monitoring, and reporting required by the Florida Plan. COUNTY may utilize MCHD, or another third party to provide any of these services, and is entitled to the maximum allowable administrative fee of 5% pursuant to the Florida Plan.

The administrative fee will be deducted annually from the amount of available Regional Opioid Settlement Funds, and the remaining Regional Opioid Settlement Funds will be spent as provided in the Florida Plan and as provided herein.

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

SECTION 2. Except as expressly modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

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

MARION COUNTY

601 SE 25th Ave.
Ocala, FL 34471

By: Michelle Stone, Chairman
Board of County Commissioners

Signature

Date

ATTEST:
Gregory C. Harrell, Clerk

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

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

By: Barry Mansfield
City Council President

Signature

Date

ATTEST:
Angel B. Jacobs, City Clerk

APPROVED AS TO FORM:
William E. Sexton., City Attorney