

**INTERLOCAL AGREEMENT FOR CONTRIBUTION AND  
EXPENDITURE OF INDIVIDUAL OPIOID SETTLEMENT FUNDS**

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

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

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

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

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

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

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

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

1. **RECITALS.**

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

2. **CONTRIBUTION OF FUNDS.**

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

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

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

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

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

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

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

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

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

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

7. **TERMINATION.**

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

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

8. **INDEMNIFICATION.**

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

9. **SEVERABILITY.**

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

10. **AMENDMENT OF AGREEMENT.**

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

11. **FILING OF AGREEMENT.**

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

12. **AGREEMENT EXECUTION; COUNTERPARTS.**

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

13. **GOVERNING LAW.**

The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in

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

14. **NOTICES.**

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

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

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

**INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW**

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

**MARION COUNTY**

601 SE 25th Ave.  
Ocala, FL 34471

By: Kathy Bryant, Chairman  
Board of County Commissioners

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTEST:  
Gregory C. Harrell, Clerk

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

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\_\_\_\_\_

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

By: Christine Dobkowski  
Mayor, City of Belleview

Christine Dobkowski  
Signature

11/19/2024  
Date

ATTEST:  
Mariah Moody, City Clerk

APPROVED AS TO FORM:  
Fred Landt, City Attorney

mariah moody

Fred Landt



**CITY OF DUNNELLON**  
20750 River Drive  
Dunnellon, FL 34431

By: Walter L. Green  
Mayor, City of Dunnellon

Walter L. Green  
Signature

12-11-24  
Date

ATTEST:  
Amanda L. Odom, City Clerk

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

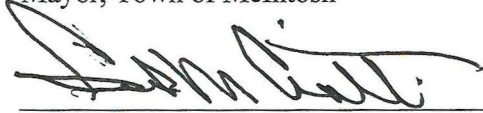
Amanda L. Odom

Andrew J. Hand



**TOWN OF MCINTOSH**  
20400 10<sup>th</sup> St.  
McIntosh, FL 32664

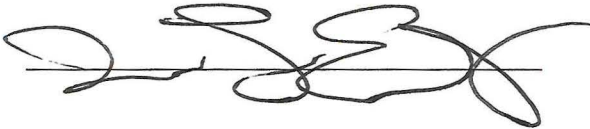
By: Marshall Roddy  
Mayor, Town of McIntosh



Signature

11/19/24  
Date

ATTEST:  
Jessica Gonzalez, Town Manager/Clerk




APPROVED AS TO FORM:  
Marty Smith, Town Attorney



**TOWN OF REDDICK**

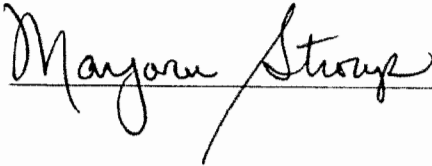
PO Box 99  
Reddick, FL 32686

By: John Vetter  
Mayor, Town of Reddick

  
\_\_\_\_\_  
Signature

1-2-25  
\_\_\_\_\_  
Date

ATTEST:  
Marjorie Stroup, Town Clerk

  
\_\_\_\_\_

APPROVED AS TO FORM:  
Randy Klein, Town Attorney

  
\_\_\_\_\_

**H. RANDOLPH KLEIN**