



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Stephens Kendall (Dept) Community Services - 5220
Last First
(Title) Community Development Ambassador (Phone) 352-671-8659
Signature Kendall Hirst Date Monday, December 2, 2024

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☒ New Document ☐ Review & Comment ☒ RESUBMIT LRM No. 2024-933
☐ Approve as to Form ☐ Other

Description of Request

Please prepare an amendment to the interlocal agreement with Hospital District to provide for a new process where Hospital District assumes responsibility for distribution of Regional Opioid Settlement funds priority list awards and any future projects that meet the priorities.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, December 17, 2024
Agenda Deadline Date for **Legal**: Friday, November 22, 2024 Agenda Deadline Date for **Admin**: Thursday, December 5, 2024

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-933 RESUBMIT

Assigned to: ☐ Matthew Guy Minter, ☐ Dana E. Olesky, ☒ Thomas Schwartz ☐ Valdoston Shealey
County Attorney Chief Asst. County Attorney Asst. County Attorney Asst. County Attorney

Outcome:

Date Received:

☐ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☒ Other:

Prepared and forwarded to Interlocal WMC HD for review.
RECEIVED
By Victoria Ryder at 2:27 pm, Dec 02, 2024

Attorney Signature: Thomas Schwartz Date 12/6/24

Staff Signature: [Signature] Date: 12/06/24 Returned: ☒ Department ☐ Admin ☐
Completed

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT TO MONITOR AND REVIEW
THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“First Amendment”) is made and entered into this 12 day of December, 2024 by and between Marion County, a political subdivision of the State of Florida (“COUNTY”), and Marion County Hospital District, a public entity and dependent special district created pursuant to Chapter 2008-273 Laws of Florida 2008 as Amended, Florida Statutes (“MCHD”) (each singularly referred to as “Party”, collectively as “Parties”).

WHEREAS, on March 1, 2022 COUNTY and the City of Ocala entered into an Interlocal Agreement for the Expenditure of the Opioid Settlement Funds, which was subsequently amended on or about, August 6, 2024 by the Amendment to Interlocal Agreement for the Expenditure of Opioid Settlement Funds (collectively the “Master Agreement”)

WHEREAS, on November 5, 2024, COUNTY and MCHD entered into that certain Interlocal Agreement To Monitor And Review The Expenditure Of Opioid Settlement Funds (“Original MCHD Interlocal Agreement”).

WHEREAS, COUNTY and MCHD desire to amend the Original MCHD Interlocal Agreement to provide additional clarity on each Party’s role and responsibility.

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. **AMENDMENT.**
 - a. Section 2 of the Original MCHD Interlocal Agreement is hereby deleted in its entirety and replaced with the following:
 2. **DISBURSEMENT AGENT TO BENEFICIARY ORGANIZATIONS.**
 - a). MCHD, in coordination with the COUNTY, shall serve as the disbursement agent and be responsible for the distribution of Opioid Settlement Funds¹, on a quarterly basis, to designated grant Beneficiaries pursuant to the initial and future Abatement Plan Priority List.
 - b). County, pursuant to the Master Agreement, has approved Three Million Seven Hundred Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,709,750.00) (“Initial Award Amount”) of expenditures of the Opioid Settlement Funds as set forth in the Opioid Abatement Funding Priority List attached hereto as **Exhibit A**.
 - c). Within seven (7) days of full execution of this Amendment, the Initial Award Amount will be paid to MCHD. Such funds shall be deposited and maintained in accounts held by a fully insured financial institution until such time the funds are distributed for the purposes described in this Agreement.

¹ Capitalized terms not defined herein shall have the same meaning as the Master Agreement.

MCHD shall not commingle the Grant funds, or any portion thereof, with funds from any other source.

- d). For any Regional Opioid Settlement Funds not allocated to specified Beneficiaries, which remain unremitted after disbursement to Beneficiaries, or which may become available in addition to the Initial Award Amount, MCHD shall invite potential Beneficiaries with the greatest capacity for programming and services based on the then current Abatement Plan Priority List and the Abatement Plan to apply for such funds.
 - e). MCHD will present applications responsive to the aforementioned invitations to COUNTY, and additional Beneficiaries shall be selected pursuant to the Master Agreement.
 - f). Following such selection, MCHD shall be responsible for maintenance and disbursement of Regional Opioid Funds to selected additional Beneficiaries on an ongoing basis.
- b. Section 5 of the Original MCHD Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

5. **Administrative Fee and Non-Appropriation**

- a). Prior to each fiscal year, COUNTY shall provide the annual Abatement Plan Priority List to MCHD together with the estimated annual grant amount and distributions anticipated to be made in connection with each item set forth thereon. MCHD shall be entitled to reimbursement from COUNTY equal to the actual costs incurred performing services pursuant to this Agreement. MCHD shall receive a lump sum grant of \$3,709,750.00 as a First Disbursement of Regional Opioid Settlement Funds upon execution of this Agreement and shall deliver reports to COUNTY on a quarterly basis setting forth work performed during the period referenced therein, the Abatement Plan Priority List item associated with each entry, and costs incurred in connection with such work. MCHD may deduct its administrative cost from the annual grant amount. Notwithstanding the foregoing, MCHD's right to reimbursement shall not exceed four and one-half percent (4.5%) of the actual distributions made to Beneficiaries in connection with the associated Abatement Plan Priority List item.
- b). It is understood that COUNTY's receipt of the Regional funds for the abatement of opioid use pursuant to the Florida Plan and the COUNTY's funding obligations thereunder are limited to an obligation in any given fiscal year to budget and appropriate from Opioid Settlement Funds annually which are designated for regional use pursuant to the terms of the Florida Plan. No liability shall be incurred by either party beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by COUNTY for any fiscal period during the term of this Agreement, then COUNTY is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. COUNTY shall promptly notify MCHD in writing of any subsequent non-appropriation.

3. **EFFECT.** Except as expressly modified herein, the Original MCHD Interlocal Agreement shall continue in full force and effect and be binding upon the Parties thereto.

IN WITNESS WHEREOF, the Parties have executed this First Amendment 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
Kathy Bryant, Chairman

Attest: G. C. Harrell
Gregory C. Harrell
Marion County Clerk of the Circuit Court

Approved as to form and legality:

For: Matthew G. Minter
County Attorney

MARION COUNTY HOSPITAL DISTRICT

2547 East Silver Springs Blvd.

Ocala, FL 34470

By: Curt Bromund
Curt Bromund, Chief Executive Officer

Attest:

By: Kimberly Glancy

Print Name / Title Kimberly Glancy / Executive Asst

EXHIBIT "A"
Opioid Abatement Funding Priority List

Core Strategy	Allowable Use	Objectives	Service Provider/Vendor	Projected Allocation Amount
Centralized Receiving System (CRS)	<ol style="list-style-type: none"> The Centralized Receiving System is designed to provide adults experiencing a crisis a convenient point of entry into the mental health and substance use systems for immediate assessment as well as subsequent referral and linkage to appropriate and available providers and services. Training and integration of services for CORE & Peer Programs. 	<p>To reduce the number of state hospital admission</p> <p>To reduce the average law enforcement processing time</p> <p>To increase care coordination to improve patient attendance to initial outpatient appointments within 7 days of discharge</p>	SMA Healthcare, Inc.	\$2,300,000
CORE & Peer Programs	<ol style="list-style-type: none"> Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele-mentoring to assist community-based providers in rural or underserved areas. Expand services such as navigators and on-call teams to introduce MAT services and assist individuals being released from incarceration Outreach 	To reduce the overall number of overdoses in the community	<p>Marion County Paramedicine</p> <p>City of Ocala Paramedicine</p> <p>Other CORE Partners</p>	Up to \$750,000
Transitional Housing	<ol style="list-style-type: none"> Provide comprehensive wrap-around services to individuals with OUD and/or co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare. Provide access to housing for people with OUD and/ or co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services. Substance-exposed newborn services/facilities (\$500,000) 	To serve 100 women (specifically for allowable use #3)	SMA Healthcare, Inc. (newborn services)	\$500,000 (newborn services)
Admin	<ol style="list-style-type: none"> 4.5% of \$3,550,000 		1. Marion County Hospital District	\$159,750
			Total	\$3,709,750