



Town of Glen Ridge

1501 Glen Road • Glen Ridge, FL 33406

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TOWN COUNCIL MEETING AGENDA

2 MARCH 2022, 7:00 P.M.

CALL TO ORDER: Town Council of the Town of Glen Ridge

ROLL CALL:

PBSO/PBC F/R MONTHLY REPORT:

PUBLIC COMMENT

APPROVAL OF MINUTES: 2 February 2022

FINANCE REPORT: January 2022

MAYOR'S REPORT:

COUNCIL'S REPORT:

ATTORNEY'S REPORT:

CORRESPONDENCE:

CLERK'S REPORT: See attached printed report

OLD BUSINESS:

- Website update
- ARPA Project update

NEW BUSINESS:

- Palm Beach County Interlocal Opioid Settlement Agreement

ADJOURNMENT:

SHOULD ANY PERSON SEEK TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETING, SUCH PERSON WILL NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THAT APPEAL IS TO BE MADE.



TOWN OF GLEN RIDGE
COUNCIL MEETING MINUTES
2 February 2022 --7:00 P.M.

President Ussery called the meeting to order at 7:00 p.m. John Deal called the roll. A quorum was attained.

Town Officials:

Matt Hadden	Council Member
Gary Sullivan	Council Member
Allen Minars	Council Member
Gary Eckerson	Council Member
James Ussery	Council President
Alice McLane	Mayor

Also present: Town Attorney Doug MacGibbon, Town Manager John Deal.

PBSO/PBCFR MONTHLY REPORT

- No report from PBSO
- Fire/Rescue: Chief Adams reported 4 calls in Glen Ridge for January (1 medical, 3 alarm); Response time was 5:33 and turnout time was 35 seconds. She brought copies of the annual report for all and sent an electronic copy which the Manager will circulate to Council. There were 35 calls in Glen Ridge for 20-21, the highest number in five years; 75% were medical calls.

PUBLIC COMMENT:

- None

APPROVAL OF MINUTES 1 December 2021 (Hadden/Eckerson, M/S/C unanimously)

FINANCE REPORT – November and December 2021 Reports Filed.

MAYOR’S REPORT – Mayor McLane participated in the Mayors Parade at the South Florida Fair.

COUNCIL’S REPORT – No Report

ATTORNEY’S REPORT – No Report

CORRESPONDENCE – None

CLERK’S REPORT – See attached printed report

OLD BUSINESS

- Manager reported that he and Mayor McLane had worked with Municode representative on the design of the website. Several mock-ups were provided for Council to review. Municode has been paid for the website design and for five years of hosting with ARPA funds.

- Manager reported on meeting with Cloud Lake officials and Jack Horniman for a proposed ARPA project dealing with stormwater management in town. Ken Todd has been contacted for advice and possible assistance with engineering. There is possibility of piggy backing this project with a PBC project, given that Todd is a part-time employee of the County. Cloud Lake may also utilize ARPA funds for updating the pump to operate automatically.
- Council reviewed cell phone plans for the Manager and voted to approve phone/plan as selected by Manager not to exceed \$2000 per year. (Hadden/Sullivan, M/S/C unanimously).
- Manager reminded Council to submit the Form 1 for 2021.

NEW BUSINESS

- Manager discussed zoning issues with 1650 Southern Blvd. It is zoned as commercial but Council grandfathered in use of structure as a residence (December 7, 2005). Council agreed that the owner needed to determine if they wanted the property to be used as a residence or a commercial business. If commercial, they would still be able to fall back on the grandfather clause. Either way, the dump trucks stored on the property needed to be removed, as they are in violation of both residential and commercial zoning codes.
- Manager reported that Glen Ridge is now in PBC Commission District 3 instead of District 2, due to redistricting completed by PBC Commission.
- Council Member Minars noted that the resident at 4050 Windham had a large pile of dirt in the yard as part of a construction project. The pile had been there for months and there was little or no progress on the construction, even though the resident had renewed the expired building permit. Minars agreed to talk to the resident and encourage him to clean up the property.

ADJOURNMENT: 7:49 PM (Eckerson/Sullivan, M/S/C unanimously)

Glen Ridge Municipal Account

Balance Sheet As of January 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
101.1 BBT Checking	135,249.36
101.2 BBT Money Market	23,384.90
200.1 Synovus	560,122.30
Total Bank Accounts	\$718,756.56
Total Current Assets	\$718,756.56
Fixed Assets	
15000 Furniture and Fixtures	3,094.00
15500 Building	298,321.00
15550 New Roof	13,500.00
16000 Land	70,000.00
Total Fixed Assets	\$384,915.00
TOTAL ASSETS	\$1,103,671.56
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
30000 Opening Balance Equity	595,661.92
32000 Retained Earnings	138,888.76
33000 Investment in Fixed Assets	371,415.00
Net Income	-2,294.12
Total Equity	\$1,103,671.56
TOTAL LIABILITIES AND EQUITY	\$1,103,671.56

Glen Ridge Municipal Account

Budget vs. Actuals: FY_2021_2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
312.410 First Local Option Fuel Tax	4,021.07	9,400.00	-5,378.93	42.78 %
312.420 Second Local Opt Fuel Tax (New)	1,842.59	4,300.00	-2,457.41	42.85 %
312.630 Loc Govt Infrastructure Surtax	9,137.27	17,000.00	-7,862.73	53.75 %
314.100 Util Service Tax - Electricity	11,736.98	26,000.00	-14,263.02	45.14 %
315.100 Communication Services Taxes	3,200.54	7,500.00	-4,299.46	42.67 %
316.000 Local Business Tax (GR)	500.00	2,000.00	-1,500.00	25.00 %
316.100 Local Business Tax (PBC)	1,442.01	1,500.00	-57.99	96.13 %
322.000 Building Permits (Permit Fees)	14,192.70	18,000.00	-3,807.30	78.85 %
323.100 Franchise Fee - Electricity	9,003.72	20,000.00	-10,996.28	45.02 %
329.500 Other Permits, Fees, Spec Asses		300.00	-300.00	
335.180 State Rev Share- Local 1/2 Cent	9,623.58	19,000.00	-9,376.42	50.65 %
335.900 State Revenue Share - Proceeds	3,358.98	8,100.00	-4,741.02	41.47 %
343.400 Svc Chg - Garbage/Solid Waste	81.02	50.00	31.02	162.04 %
361.000 Interest	189.51	600.00	-410.49	31.59 %
369.900 Other Misc Revenue	75.00	1,300.00	-1,225.00	5.77 %
Total Income	\$68,404.97	\$135,050.00	\$ -66,645.03	50.65 %
GROSS PROFIT	\$68,404.97	\$135,050.00	\$ -66,645.03	50.65 %
Expenses				
512.000 Executive (Town Manager)	12,085.75	30,000.00	-17,914.25	40.29 %
513.150 FinanceAdmin (Payroll Taxes)	3,523.50	6,600.00	-3,076.50	53.39 %
513.300 FinanceAdmin (Unemployment Tax)	16.50	50.00	-33.50	33.00 %
513.350 FinanceAdmi (Accounting/Audit)	400.00	1,200.00	-800.00	33.33 %
513.400 FinanceAdmin (Travel/Per Diem)		50.00	-50.00	
513.450 FinanceAdmin (Tel/SecCam-Corc)	1,903.15	3,200.00	-1,296.85	59.47 %
513.550 FinanceAdmin (Elec Town Hall)	544.68	1,600.00	-1,055.32	34.04 %
513.650 FinanceAdmin (Printing)		250.00	-250.00	
513.700 FinanceAdmin (Bank Fees)	35.00	50.00	-15.00	70.00 %
513.750 FinanceAdmin (Office Expense)	17,471.42	6,500.00	10,971.42	268.79 %
513.850 FinanceAdmin (Dues)	1,597.00	550.00	1,047.00	290.36 %
514.000 Legal Counsel	5,220.00	12,000.00	-6,780.00	43.50 %
515.000 Comprehensive Planning		500.00	-500.00	
519.100 OtherGovtSvcs (Mayor Discr)		2,600.00	-2,600.00	
519.150 OtherGovtSvcs (Advertising)	1,144.00	1,500.00	-356.00	76.27 %
519.200 OtherGovtSvcs (Insurance)	1,965.75	7,400.00	-5,434.25	26.56 %
519.250 OtherGovtSvcs (Maintenance)	1,340.00	5,000.00	-3,660.00	26.80 %
524.100 Protect Inspec (Bldg Official)	2,009.87	15,000.00	-12,990.13	13.40 %
524.150 Protect Inspec (Code Enforce)	1,300.00	3,200.00	-1,900.00	40.63 %
524.200 Protect Inspec (BDR Surcharge)	158.09	500.00	-341.91	31.62 %
525.000 Emerg Disaster Relief Services		4,000.00	-4,000.00	
534.000 Garbage/Solid Waste Control Svc	47.95	50.00	-2.05	95.90 %
536.000 Water/Sewer Combination Svcs	161.70	400.00	-238.30	40.43 %

Glen Ridge Municipal Account

Budget vs. Actuals: FY_2021_2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
537.000 ConservResMgt (Aquatic Control)	484.00	1,000.00	-516.00	48.40 %
538.000 Flood/StormwaterMgt (NPDES)	14,975.50	20,000.00	-5,024.50	74.88 %
541.100 RoadStFacil (Street Lighting)	1,496.65	3,500.00	-2,003.35	42.76 %
541.150 RoadStFacil (DrainRepair Maint)		7,250.00	-7,250.00	
541.200 RoadStFacil (Road Street Maint)		500.00	-500.00	
572.000 Parks and Recreation		300.00	-300.00	
574.000 Special Events		300.00	-300.00	
Total Expenses	\$67,880.51	\$135,050.00	\$ -67,169.49	50.26 %
NET OPERATING INCOME	\$524.46	\$0.00	\$524.46	0.00%
NET INCOME	\$524.46	\$0.00	\$524.46	0.00%

Glen Ridge Municipal Account

Transaction List by Date
January 2022

DATE	TRANSACTION TYPE	NUM	POSTING	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
01/03/2022	Deposit		Yes	Florida Power and Light		101.1 BBT Checking	323.100 Franchise Fee - Electricity	1,738.56
01/04/2022	Expense	976152	Yes	Greenworks		101.1 BBT Checking	519.250 OtherGovtSvcs (Maintenance)	-200.00
01/04/2022	Expense	976153	Yes	Jack Horniman		101.1 BBT Checking	538.000 Flood/StormwaterMgt (NPDES)	-3,687.50
01/04/2022	Check	1834	Yes	Municode		101.1 BBT Checking	513.750 FinanceAdmin (Office Expense)	-15,600.00
01/10/2022	Deposit		Yes	Florida Power and Light		101.1 BBT Checking	314.100 Util Service Tax - Electricity	1,994.13
01/10/2022	Expense	976149	Yes	Jack Lucas		101.1 BBT Checking	537.000 ConservResMgt (Aquatic Control)	-50.00
01/11/2022	Expense	976156	Yes	Richard Padgett		101.1 BBT Checking	524.150 Protect Inspec (Code Enforce)	-260.00
01/11/2022	Expense	ref1707	Yes	Comcast		101.1 BBT Checking	513.450 FinanceAdmin (Tel/SacCam-Comc)	-123.30
01/11/2022	Expense	ref1708	Yes	Palm Beach County Water Utilities		101.1 BBT Checking	536.000 Water/Sewer Combination Svcs	-32.50
01/12/2022	Expense	irs7613	Yes	Internal Revenue Service		101.1 BBT Checking	513.150 FinanceAdmin (Payroll Taxes)	-1,651.50
01/12/2022	Expense	utc4674	Yes	FLorida Department of Revenue		101.1 BBT Checking	513.300 FinanceAdmin (Unemployment Tax)	-9.50
01/12/2022	Expense	bcs3697	Yes	Dept of Business and Prof Reg.		101.1 BBT Checking	524.200 Protect Inspec (BDR Surcharge)	-80.37
01/12/2022	Deposit		Yes	Palm Beach County Tax Collector		101.1 BBT Checking	316.100 Local Business Tax (PBC)	22.46
01/13/2022	Check	1835	Yes	John Deal		101.1 BBT Checking	512.000 Executive (Town Manager)	-868.50
01/13/2022	Deposit		Yes			101.1 BBT Checking	-Split-	264.85
01/14/2022	Expense		Yes	Intuit		101.1 BBT Checking	513.750 FinanceAdmin (Office Expense)	-80.00
01/19/2022	Expense	976161	Yes	Sascha Maldonado		101.1 BBT Checking	513.350 FinanceAdmi (Accounting/Audit)	-120.00
01/19/2022	Expense	ref1710	Yes	Florida Power and Light		101.1 BBT Checking	541.100 RoadStFacil (Street Lighting)	-289.37
01/19/2022	Expense	ref1711	Yes	Florida Power and Light		101.1 BBT Checking	541.100 RoadStFacil (Street Lighting)	-26.10
01/19/2022	Expense	ref1712	Yes	Florida Power and Light		101.1 BBT Checking	513.550 FinanceAdmin (Elec Town Hall)	-17.46
01/19/2022	Expense	ref1713	Yes	Florida Power and Light		101.1 BBT Checking	513.550 FinanceAdmin (Elec Town Hall)	-85.79
01/19/2022	Expense	cc9014	Yes	BB & T Credit Card		101.1 BBT Checking	513.750 FinanceAdmin (Office Expense)	-69.82
01/20/2022	Deposit		Yes	State of Florida		101.1 BBT Checking	335.900 State Revenue Share - Proceeds	671.79
01/21/2022	Deposit		Yes	State of Florida		101.1 BBT Checking	315.100 Communication Services Taxes	611.67
01/26/2022	Expense	ref1715	Yes	Comcast		101.1 BBT Checking	513.450 FinanceAdmin (Tel/SacCam-Comc)	-305.85
01/26/2022	Expense	976163	Yes	Sascha Maldonado		101.1 BBT Checking	513.350 FinanceAdmi (Accounting/Audit)	-60.00
01/27/2022	Check	1836	Yes	John J. Deal		101.1 BBT Checking	512.000 Executive (Town Manager)	-868.50
01/27/2022	Deposit		Yes	State of Florida		101.1 BBT Checking	312.630 Loc Govt Infrastructure Surtax	1,569.19
01/27/2022	Deposit		Yes	State of Florida		101.1 BBT Checking	312.410 First Local Option Fuel Tax	799.09
01/27/2022	Deposit		Yes	State of Florida		101.1 BBT Checking	312.420 Second Local Opt Fuel Tax (New)	359.68
01/27/2022	Deposit		Yes	State of Florida		101.1 BBT Checking	335.180 State Rev Share- Local 1/2 Cent	2,000.12
01/27/2022	Expense	ref1716	Yes	William Denison		101.1 BBT Checking	524.100 Protect Inspec (Bldg Official)	-187.20
01/27/2022	Expense	976164	Yes	Jack Lucas		101.1 BBT Checking	537.000 ConservResMgt (Aquatic Control)	-50.00
01/27/2022	Deposit		Yes	Peterson Bernard		101.1 BBT Checking	316.000 Local Business Tax (GR)	50.00
01/31/2022	Expense	976166	Yes	B. Douglas MacGibbon, P.A.		101.1 BBT Checking	514.000 Legal Counsel	-800.00
01/31/2022	Deposit	INTEREST	Yes		Interest Earned	101.2 BBT Money Market	361.000 Interest	0.20
01/31/2022	Deposit	INTEREST	Yes		Interest Earned	200.1 Synovus	361.000 Interest	47.57

Glen Ridge Municipal Account

101.1 BBT Checking, Period Ending 01/31/2022

RECONCILIATION REPORT

Reconciled on: 02/16/2022

Reconciled by: glenridgetownof@bellsouth.net

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	152,876.23
Checks and payments cleared (25)	-26,541.22
Deposits and other credits cleared (11)	10,081.54
Statement ending balance	136,416.55
Uncleared transactions as of 01/31/2022	-1,167.19
Register balance as of 01/31/2022	135,249.36
Cleared transactions after 01/31/2022	0.00
Uncleared transactions after 01/31/2022	-1,684.41
Register balance as of 02/16/2022	133,564.95

Details

Checks and payments cleared (25)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/14/2021	Expense	976128	Jack Lucas	-50.00
12/28/2021	Check	976151	Gatehouse Media	-13.76
12/28/2021	Expense	976148	B. Douglas MacGibbon, P.A.	-800.00
12/28/2021	Expense	976147	Ertle Exterminating	-25.00
12/28/2021	Expense	976150	William Denison	-1,226.40
01/04/2022	Expense	976153	Jack Horniman	-3,687.50
01/04/2022	Check	1834	Municode	-15,600.00
01/04/2022	Expense	976152	Greenworks	-200.00
01/10/2022	Expense	976149	Jack Lucas	-50.00
01/11/2022	Expense	976156	Richard Padgett	-260.00
01/11/2022	Expense	ref1708	Palm Beach County Water Utilities	-32.50
01/11/2022	Expense	ref1707	Comcast	-123.30
01/12/2022	Expense	utc4674	Florida Department of Revenue	-9.50
01/12/2022	Expense	bci3697	Dept of Business and Prof Reg.	-80.37
01/12/2022	Expense	irs7613	Internal Revenue Service	-1,651.50
01/13/2022	Check	1835	John Deal	-868.50
01/14/2022	Expense		Intuit	-80.00
01/19/2022	Expense	ref1713	Florida Power and Light	-85.79
01/19/2022	Expense	cc9014	BB & T Credit Card	-69.82
01/19/2022	Expense	ref1712	Florida Power and Light	-17.46
01/19/2022	Expense	ref1711	Florida Power and Light	-26.10
01/19/2022	Expense	ref1710	Florida Power and Light	-289.37
01/19/2022	Expense	976161	Sascha Maldonado	-120.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/26/2022	Expense	ref1715	Comcast	-305.85
01/27/2022	Check	1836	John J. Deal	-868.50
Total				-26,541.22

Deposits and other credits cleared (11)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/03/2022	Deposit		Florida Power and Light	1,738.56
01/10/2022	Deposit		Florida Power and Light	1,994.13
01/12/2022	Deposit		Palm Beach County Tax Collector	22.46
01/13/2022	Deposit			264.85
01/20/2022	Deposit		State of Florida	671.79
01/21/2022	Deposit		State of Florida	611.67
01/27/2022	Deposit		Peterson Bernard	50.00
01/27/2022	Deposit		State of Florida	2,000.12
01/27/2022	Deposit		State of Florida	1,569.19
01/27/2022	Deposit		State of Florida	799.09
01/27/2022	Deposit		State of Florida	359.68
Total				10,081.54

Glen Ridge Municipal Account
101.2 BBT Money Market, Period Ending 01/31/2022
RECONCILIATION REPORT
Reconciled on: 02/16/2022
Reconciled by: glenridgetownof@bellsouth.net

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	23,384.70
Interest earned	0.20
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	23,384.90
Register balance as of 01/31/2022	23,384.90

Glen Ridge Municipal Account
200.1 Synovus, Period Ending 01/31/2022

RECONCILIATION REPORT

Reconciled on: 02/16/2022

Reconciled by: glenridgetownof@bellsouth.net

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	560,074.73
Interest earned	47.57
Checks and payments cleared (0)	0.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	560,122.30
Register balance as of 01/31/2022	560,122.30

Clerk Report

2 March 2022

- Considerable work on website; 2 zoom training sessions with Municode. Many hours learning to input data.
- Coordinated replacement of guard rail at Specialty Glass with DOT.
- Coordinated ARPA meeting for 3/1/22 at 10 am.
- Processed two building permits.

2 March 2022

John J. Deal

**INTERLOCAL AGREEMENT GOVERNING USE OF PALM BEACH COUNTY
REGIONAL OPIOID SETTLEMENT FUNDS**

This Interlocal Agreement ("Agreement") is made and entered into by and between Palm Beach County ("County"), a political subdivision of the state of Florida, and each of the following municipalities that elects to enter into this Agreement.

The Municipalities in Exhibit A, each a municipal corporation existing under the laws of the state of Florida (each a "Municipality" and collectively the "Municipalities") (County and the Municipalities are collectively referred to as the "Parties").

Recitals

A. A national epidemic arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics and resulted in opioid overdoses and addictions throughout Palm Beach County ("Opioid Epidemic").

B. County and Municipalities have suffered harm from the Opioid Epidemic.

C. County is a Charter County within the state of Florida, and has an estimated population of approximately 1.497 million based on the most recent census data.

D. Municipalities are located in Palm Beach County, Florida.

E. 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 titled *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid Litigation"). The County is a litigating participant in the Opioid Litigation.

F. Proposed settlements have been developed to resolve certain claims under the Opioid Litigation.

G. The Attorney General for the State of Florida ("Attorney General") anticipates that settlement funds arising out of the Opioid Litigation will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly distributed to County and Municipalities.

H. The Florida Memorandum of Understanding a/k/a Florida Opioid Allocation and Statewide Response Agreement ("Florida Plan") attached hereto as Exhibit B sets forth the framework for a unified plan between the state of Florida and local governments within the state of Florida regarding the proposed allocation and use of Opioid Litigation settlement funds. The Florida Plan, as currently drafted, divides the settlement funds into three funds: (i) the City/County Fund; (ii) the Regional Fund (which includes funds to Qualified Counties in addition to funds received in the City/County Fund); and (iii) the State Fund.

I. To receive its share of the Regional Fund (the "County Regional Funds," as defined below), County must qualify as a "Qualified County" as that term is defined under the Florida Plan.

J. If County does not qualify as a "Qualified County," the County Regional Funds will be allocated to the Southeast Florida Behavioral Health Network, Inc., which would be required under the Florida Plan to spend such funds within Palm Beach County to the greatest extent practicable.

K. To qualify as a Qualified County under the Florida Plan, County must enter into an Agreement with municipalities whose populations, taken together, contain more than 50% of the Municipalities total population.

L. Under the Florida Plan, County will be required to expend the County Regional Funds in Palm Beach County for abatement of the effects of the Opioid Epidemic.

M. County has an abatement plan that is being utilized to respond to the Opioid Epidemic.

N. The *Behavioral Health Substance Use & Co-Occurring Disorder Steering Committee* is a taskforce that advises, plans, and provides for programs relating to the abatement of opioid abuse and other substance abuse throughout Palm Beach County.

O. County contracts to provide funding for *The South County Mental Health Center*, *The Addiction Stabilization Unit*, *The Drug Abuse Foundation* and other Financially Assisted Agencies which provide substance abuse assessment, prevention, detoxification, residential, and outpatient services to adults aged 18 years and older and also provides treatment for substance abuse and co-occurring disorders such as depression, anxiety, trauma, and other mental health concerns that may contribute to an individual's substance abuse and dependence.

P. The Parties recognize that enabling County to receive the County Regional Funds for expenditure in the best interest of all persons within the geographic boundaries of Palm Beach County will ensure that Opioid Litigation settlement funds are available and used to address opioid-related impacts within Palm Beach County.

Q. The Parties recognize that it is in the best interest of County and Municipalities to enter into this Agreement to ensure County qualifies as a "Qualified County" to receive the County Regional Funds pursuant to the Florida Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.
DEFINITIONS**

- 1.1 Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan.
- 1.2 "County Regional Funds" shall mean the amount of the Regional Funds remitted to County by the state of Florida, provided County qualifies as a Qualified County.

**ARTICLE 2. CONDITIONS
PRECEDENT**

- 2.1 This Agreement shall become effective on the Commencement Date set forth in Article 3, so long as the following conditions precedent have been satisfied:
- A. Execution of this Agreement by County and Municipalities that, taken together, contain more than 50% of the Municipalities total population, as required by Florida Plan to enable County to become a Qualified County and receive the County Regional Funds from the state of Florida;
 - B. Execution of all documents necessary to effectuate the Florida Plan in its final form; and
 - C. Filing of this Agreement with the Clerk of the Circuit Court for County as required by Florida Statutes Section 163.01.

**ARTICLE 3.
TERM**

- 3.1 The term of this Agreement shall commence upon the satisfaction of all conditions precedent stated in Article 2 ("Commencement Date"), and shall continue until one (1) year after the expenditure of all County Regional Funds, unless otherwise terminated in accordance with the provisions of the Florida Plan ("Term"). Obligations under this Agreement that by their nature survive termination or expiration, including, but not limited to, any and all obligations relating to record retention, audit, and indemnification, will survive and remain in effect after termination or expiration of this Agreement.

**ARTICLE 4.
PLAN ADMINISTRATION**

- 4.1 County is responsible for administering the County Regional Funds pursuant to the Florida Plan. 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 Florida Plan up to the moment of distribution of funds to cities at which point the cities are responsible for all reporting and monitoring and other requirements as set forth in the Plan and including providing data and reporting to County.. County is entitled to and shall receive no more than 5% from

the County Regional Funds for administrative fees as provided under the Florida Plan and will deduct such administrative fees on an annual basis. After such deduction, County shall spend all of the remaining County Regional Funds on efforts to abate the deleterious effects of the Opioid Epidemic by utilizing funds for the Approved Purposes (as defined in the Florida Plan), including the provisions related to Core Services (if and as applicable) identified in Exhibit C. County shall spend the County Regional Funds on programs and in geographic areas based on demonstrated need throughout Palm Beach County without choosing or favoring any particular municipality, geographic area, or socio-economic group.

ARTICLE 5. LOCAL GOVERNMENT REPORTING REQUIREMENTS

5.1 To the extent a City Municipality receives County Regional Funds directly from County, that Municipality agrees to spend such funds solely for Approved Purpose(s) (as defined in the Florida Plan), and further agrees to timely satisfy all reporting requirements of the Florida Plan. In addition to other available remedies, failure to comply with this provision may disqualify the Municipality from further receipt of County Regional Funds.

ARTICLE 6. NON-APPROPRIATION

6.1 This Agreement is not a general obligation of the County. County is not obligated to expend any funds under this Agreement except to the extent of County Regional Funds budgeted and actually received, all of which the County agrees to expend consistent with the terms of this Agreement.

ARTICLE 7. GOVERNMENTAL IMMUNITY

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by County or any Municipality nor shall anything included herein be construed as consent by County or any Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipalities are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees to the extent of and within the limits set forth in Section 768.28, Florida Statutes.

ARTICLE 8. INSURANCE

8.1 Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other Parties with written verification of liability protection in accordance with state law upon request by the requesting party.

ARTICLE 9.
MISCELLANEOUS

9.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PALM BEACH COUNTY CUSTODIAN OF PUBLIC AFFAIRS AT 561-355-2754, OR VIA ELECTRONIC MAIL AT RECORDSREQUEST@PBCGOV.ORG OR THE MUNICIPALITY'S CUSTODIAN OF PUBLIC RECORDS (SEE EXHIBIT A FOR EACH MUNICIPALITY'S CUSTODIAN'S CONTACT INFORMATION).

9.2 Truth-In-Negotiation Representation. This Agreement is based upon representations supplied by the Parties to each other and the Parties certify that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting.

9.3 Public Entity Crime Act. Each of the Parties represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each of the Parties further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation made by a party pursuant to this paragraph is false, each of the Parties shall have the right to immediately terminate this Agreement.

9.4 Third Party Beneficiaries. Neither County nor the Municipalities intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any party based upon this Agreement. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

9.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Attn: Office of the County Attorney, Litigation Section
300 North Dixie Highway
Suite 359
West Palm Beach, FL 33401

FOR MUNICIPALITY:

The addresses specified in Exhibit A.

9.6 Assignment. No Party shall have the right to assign this Agreement.

9.7 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. The failure of any Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. a waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.8 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.10 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

9.11 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the State courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such State courts, forsaking any other jurisdiction that any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.14 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the Municipalities or others with delegated authority or otherwise authorized to execute same on their behalf.

9.15 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.19 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of epidemic, pandemic, hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Parties in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Parties. This section shall not

supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Palm Beach County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____ 2022, and the City of _____, signing by and through its officials, duly authorized to execute same.

COUNTY

WITNESSES:

PALM BEACH COUNTY, by and through
its County Administrator

Signature

By:
County Administrator

____ day of _____, 2022

Print/Type Name

Signature

Print/Type Name

APPROVED AS TO FORM:

By:

By:

PARTICIPATING
MUNICIPALITY

ATTEST:

MUNICIPALITY

City
Clerk

By: _____
Mayor-Commissioner

____ day of _____, 2022

By:
City Manager

____ day of _____, 2022

APPROVED AS TO FORM:

By:
City Attorney

____ day of _____, 2022