



Town of Highland Beach Notice of Public Meeting Protocol

The Town of Highland Beach is committed to serving the needs of the public while also working to ensure the safety and health of the town's staff, the community, and visitors alike. In accordance with the State and the County's easing of the COVID-19 restrictions, effective June 01, 2021, all town departments reopen with regular operating hours.

That said, as an added layer of protection for the safety of all attending meetings in the Commission Chambers, the wearing of facial coverings or masks are strongly encouraged. Also, until further notice, social distancing requirements and in-person meeting capacity limits remains in place. For those interested, Zoom Video Communications and telephone participation are offered.

The following information is guidance for preregistration for in-person, Zoom or telephone participation, and for viewing and providing public comments at the meeting:

PREREGISTRATION FOR IN-PERSON ATTENDANCE/PARTICIPATION AT ALL MEETINGS:

- All interested persons, Quasi-Judicial meeting applicants, their representatives, and witnesses **must preregister** to attend/participate in a meeting by sending an email to Town Clerk Lanelda Gaskins at publiccomments@highlandbeach.us or contacting (561) 278-4548 no later than one (1) business day prior to the meeting date (**e.g. by 4:30 P.M. on a Monday, if the meeting is scheduled for that Tuesday, etc.**) The subject matter to be discussed must be included in the preregistration request. If the meeting is a **Public Hearing Quasi-Judicial meeting**, the subject matter and application number must be included in the preregistration request.
- In-person attendance/participation will be based upon the order in which the Town Clerk's Office receives the preregistration requests. For **Public Hearing Quasi-Judicial meetings**, precedence into the Commission Chambers will be given to applicants, their representatives and/or witnesses over all others preregistered parties. The Quasi-Judicial meeting participants will also be allowed in the Commission Chambers at the time of the hearing that is relevant to their applicant/client.
- The Zoom Video Communications is an option for those individuals who are interested in participating on the meeting online or via telephone.

ZOOM PARTICIPATION:

Online or Telephone Access – Access to the meeting will begin on the date and time of the meeting.

- To Join Meeting: All interested persons **must preregister** to participate by contacting Town Clerk Lanelda Gaskins at publiccomments@highlandbeach.us or by calling (561) 278-4548 no later than one (1) business day prior to the meeting date (**e.g. by 4:30 P.M. on a Monday if the meeting is scheduled for that Tuesday; and by 4:30 P.M.**).

- Meeting access information and instructions will be provided to those persons two hours prior to the meeting.
- The video camera display feature will only be enabled for Public Hearing Quasi-Judicial matters and during public comments only. The video camera display feature will be disabled for public use.

For additional information on using Zoom, please visit Zoom Support by click on the following link: <https://support.zoom.us/hc/en-us>.

Viewing Only - To view the meeting, preregistration is not required. The public can view the meeting on the following:

- Highland Beach TV Channel 99 online streaming on the Town's website and via Highland Beach YouTube at <https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw>.

PROVIDING PUBLIC COMMENT:

Persons desiring to provide public comments must do so by one of the methods listed below. Public comments will be limited to five minutes (three minutes for special Commission meeting items only) per person during the designated section of the agenda. If an interested person desires to provide written public comment, all comments must be directed to Lanelda Gaskins, Town Clerk as follows:

TO SEND COMMENTS IN ADVANCE VIA EMAIL:

- To submit public comments, click on the link <https://mmportal6.teamunicode.com//> to go to the Agendas and Meeting webpage. At the top of the page click on "Public Comments" to submit your comments, or
- Submit your comments to publiccomments@highlandbeach.us.
- The Town will receive such public comments no later than two (2) hours prior to the meeting. If timely received, Town staff will read the public comment at the meeting.
- Live Zoom Video Participation - If attending via Zoom online, please follow Zoom instructions above. Once the meeting gets to the applicable public comment period, the host of the meeting will allow public participants (audio only) into the meeting from the waiting room, to provide live public comment.
- Live Zoom Telephone Participation - If attending via Zoom by telephone, please follow the instructions above. Once the meeting gets to the appropriate public comment period, the host of the meeting will allow public participants into the meeting from the waiting room, to provide live public comment.

Should you have any questions, please feel free to contact the Town Clerk's Office at (561) 278-4548.

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TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, March 01, 2022 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS

3614 S. OCEAN BOULEVARD
HIGHLAND BEACH, FL 33487

Town Commission

| | |
|------------------------------|----------------------|
| Douglas Hillman | Mayor |
| Natasha Moore | Vice Mayor |
| Peggy Gossett-Seidman | Commissioner |
| Evalyn David | Commissioner |
| John Shoemaker | Commissioner |
| Marshall Labadie | Town Manager |
| Lanelda Gaskins | Town Clerk |
| Glen J. Torcivia | Town Attorney |

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **APPROVAL OF THE AGENDA**
 5. **PRESENTATIONS / PROCLAMATIONS**

A. None.

6. **PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

7. **ANNOUNCEMENTS**

Board Vacancies

Natural Resources Preservation Advisory Board - One vacancy for an unexpired term ending April 30, 2024

Planning Board - One vacancy for a three-year term

Meetings and Events

March 08, 2022 - 7:00 A.M. - 7:00 P.M. Election Day

March 09, 2022 - 1:00 P.M. Code Enforcement Board Regular Meeting

March 10, 2022 - 9:30 A.M. Planning Board Regular Meeting

March 15, 2022 - 1:30 P.M. Town Commission Meeting

Board Action Report

A. None.

8. ORDINANCES

[A.](#) Proposed Ordinance

An Ordinance of the Town of Highland Beach, Florida, amending the Town Code of Ordinances, Chapter 25, "Streets, Sidewalks, Bicycle/Walkway Path and Right-of-Way," in order to eliminate obsolete provisions pertaining to newsracks; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date.

9. CONSENT AGENDA

A. None.

10. UNFINISHED BUSINESS

[A.](#) Fiscal Year 2022 Strategic Priorities Plan

11. NEW BUSINESS

[A.](#) Update on the November 3, 2021 Board recommendations to the Town Commission, and the previous recommendation pertaining to the palms located in the right-of-way along State Road A1A

B. Update on Florida Power & Light and Sea Turtle Lights - Commissioner Gossett Seidman

[C.](#) Approve and authorize the Mayor to execute an agreement with Energy Recovery Inc. in the amount of \$127,950.00 to purchase replacement membrane turbos for the Water Treatment Plant.

D. Consideration of an Interlocal Agreement with Palm Beach County governing the use of the County regional opioid settlement funds.

E. Fund Balance Policy Amendment: Assignment of Funds for the Establishment of the Fire Rescue Department

1. Resolution No. 2022-005

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending its Fund Balance policy to assign funds for the establishment of the Fire Rescue Department and increase the assignment amount for Disaster Recovery.

12. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker

Commissioner Evalyn David

Commissioner Peggy Gossett-Seidman

1. Intracoastal Waterway Wake Zone Evaluation Meeting with the Florida Fish and Wildlife Commission and Florida House Representative Michael "Mike" Caruso, District 89.

Vice Mayor Natasha Moore

Mayor Douglas Hillman

13. TOWN ATTORNEY'S REPORT

14. TOWN MANAGER'S REPORT

15. ADJOURNMENT

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance

File Attachments for Item:

A. Proposed Ordinance

An Ordinance of the Town of Highland Beach, Florida, amending the Town Code of Ordinances, Chapter 25, "Streets, Sidewalks, Bicycle/Walkway Path and Right-of-Way," in order to eliminate obsolete provisions pertaining to newsracks; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE March 1, 2022

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES, CHAPTER 25, "STREETS, SIDEWALKS, BICYCLE/WALKWAY PATHS, AND RIGHT-OF-WAY," IN ORDER TO ELIMINATE OBSOLETE PROVISIONS PERTAINING TO NEWSRACKS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY:

At the March 2, 2021 Town Commission meeting, an introduction item regarding a revised right-of-way Ordinance triggered a brief discussion among the Commission as to why the Town needs newsracks. The proposed right-of-way Ordinance included (for formatting purposes) the renumbering of the current newsrack regulations found in Chapter 25 of the Town Code of Ordinances. These newsrack regulations have been part of the Town Code of Ordinances since 1972 and have not been amended since then. Consensus from the Town Commission was to "prohibit" newsracks given there is no longer a need for them. At the November 9, 2021 Town Commission meeting which was the first reading of the right-of-way Ordinance, Commission discussion included "removing" the newsracks. The proposed Ordinance is in line with the Commission's latter discussion which is to eliminate the newsrack provisions including newsrack-related definitions from the Town Code. If the Town Commission's intent is to outright prohibit newsracks, staff will make the necessary changes to the Ordinance upon Commission direction.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proposed Ordinance

RECOMMENDATION:

At the discretion of the Commission.



**TOWN OF HIGHLAND BEACH
ORDINANCE NO**

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES, CHAPTER 25, "STREETS, SIDEWALKS, BICYCLE/WALKWAY PATHS, AND RIGHT-OF-WAY," IN ORDER TO ELIMINATE OBSOLETE PROVISIONS PERTAINING TO NEWSRACKS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, on December 7, 2021 the Town Commission adopted Ordinance No. 2021-018 which included amending Chapter 25, "Streets, Sidewalks, Bicycle/Walkway Paths, and Right-of-Way," to allow for certain improvements located within the public right-of-way; and

WHEREAS, Chapter 25 "Streets, Sidewalks, Bicycle/Walkway Paths, and Right-of-Way," Article II, "Newsracks," provides regulations pertaining to newsracks located within rights-of-way; and

WHEREAS, the newsrack provisions have been part of the current Town Code of Ordinances since 1972 and have not been amended since then; and

WHEREAS, at the March 2, 2021 Town Commission meeting, the consensus of the Commission was to remove the newsrack provisions given there is no longer a need for them; and

WHEREAS, the Town Commission wishes to amend Chapter 25 of the Code of Ordinances in order to eliminate obsolete provisions pertaining to newsracks; and

WHEREAS, the Town Commission has determined that the amendments to the Code of Ordinances are in the best interest of the Town of Highland Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

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

Section 2. The Town of Highland Beach Code of Ordinances is hereby amended by amending Chapter 25, “Streets, Sidewalks, Bicycle/Walkway Paths, and Right-of-Way,” to read as follows (deleting is ~~stricken through~~ and adding is underlined):

* * *

Sec. 25-14. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Advertising circular* means any publication primarily designed for purposes of advertising rather than for the dissemination of news reports.~~

Bike path means that portion of a right-of-way improved, designed or ordinarily used for bicycle traffic.

~~*Distributor* means the person responsible for placing and maintaining a newsrack, the owner of the newsrack or the publisher of the newspaper vended therein.~~

~~*Newspaper* means a paper that is printed and distributed, usually daily or weekly, and contains primarily news, articles of opinion and features for which no fee has been charged for placement therein.~~

~~*Newsrack* means any coin-operated box, container, storage unit or other dispenser installed, used or maintained for the display, sale or distribution of newspapers or other news periodicals.~~

Right-of-way means all that area dedicated to public use or otherwise owned by a public agency for public street purposes and shall include roadways, swales, bike paths and sidewalks.

Roadway means that portion of a right-of-way improved, designed or ordinarily used for vehicular traffic.

Sidewalk means any surface within a right-of-way provided for the exclusive or primary use of pedestrians.

Swale means any depressed linear area within a right-of-way which is not either a bike path, sidewalk or roadway that can store and/or convey stormwater drainage from roadways and other

adjacent impervious surfaces commonly referred to as bioswales or ditches. The term shall also include any area within a roadway which is not open to vehicular traffic.

~~Sec. 25-31. Placement; location.~~

~~Any newsrack which rests in whole or in part upon, or on any portion of a right-of-way or which projects onto, into or over any part of a right-of-way shall be relocated in accordance with the provisions of this section:~~

~~(1) No newsrack shall be used or maintained which projects onto, into or over any part of any roadway or bike path, or which rests wholly or in part upon or over any portion of any roadway or bike path.~~

~~(2) No newsrack shall be permitted to rest upon, in or over any sidewalk or swale when such installation, use or maintenance endangers the safety of persons or property; or when such site or location is used for public utility purposes, public transportation purposes or other government use; or when such newsrack unreasonably interferes with or impedes the flow of pedestrian vehicular traffic, the ingress into or egress from any residence, place of business, or any legally parked or stopped vehicle, or the use of poles, posts, traffic signs or signals, hydrants, mailboxes permitted on or near such location; or when such newsrack interferes with the cleaning of any sidewalk.~~

~~(3) Newsracks located totally on private property shall be subject to and comply with the provisions of this Code and shall be placed upon the property only with the express written consent of the owner of the property.~~

~~(4) No more than one cluster of newsracks shall be located within the northerly limits of the town from the town hall north, or within the southerly limits of the town from the town hall south; the clusters shall not be closer than one mile apart. Neither shall any additional newsrack of any other publication be placed within this distance except immediately adjacent to permitted newsracks of other publications.~~

~~(5) No newsrack shall be placed, installed, used or maintained:~~

- ~~a. Within fifteen (15) feet of any marked crosswalk.~~
- ~~b. Within fifteen (15) feet of the curb return of an unmarked crosswalk.~~
- ~~c. Within fifteen (15) feet of any fire hydrant, fire call box, police call box or other emergency facility.~~
- ~~d. Within fifteen (15) feet of any driveway.~~

- ~~e. Within five (5) feet ahead of and fifteen (15) feet to the rear of any sign marking a designated bus stop.~~
- ~~f. Within five (5) feet of any bus bench.~~
- ~~g. At any location whereby the clear space for the passageway of pedestrians is reduced to less than six (6) feet.~~
- ~~h. Within five (5) feet of any area improved with lawn, flowers, shrubs or trees.~~

~~Sec. 25-32. Contents; maintenance; identification of distributor.~~

~~(a) — Newsracks shall be used for the sale and distribution of newspapers. Any other publications, including advertising circulars, will not be permitted.~~

~~(b) — Each newsrack shall be maintained in a clean and neat condition and in good repair at all times. Unsightliness will not be tolerated. The type and appearance, including colors, of the newsrack facilities shall blend with the surroundings of the particular location to the extent practicable. Standards shall be determined so as to permit a reasonably wide selection of newsrack facilities on the market.~~

~~(c) — Each newsrack on the streets of the town shall have displayed on the newsrack the name, address and telephone number of the distributor in a place where such information may easily be seen.~~

~~Sec. 25-33. Addition of newsracks to enclosures erected by town.~~

~~If the town, at its expense, decides to install and maintain a cover or supporting structure for the newsracks, additional newsracks shall not be added to the adjacent area without town commission approval. The expense of enlarging the supporting structure shall be borne by the owner of the newsrack requesting the addition. No advertising or signs shall be affixed to the supporting structure.~~

~~Sec. 25-34. Abandonment.~~

~~If a newsrack remains empty for thirty (30) continuous days, it shall be deemed abandoned and may be treated in the same manner as provided in section 25-39 for newsracks in violation of this Code.~~

~~Sec. 25-35. Building permit, fee required.~~

~~A building permit with current applicable fees is required for a newsrack. The police department shall also review the plans with regard to safety. The permit holder shall pay a nonrefundable fee of one thousand dollars (\$1,000.00) per calendar year; provided, however, that if the permit is issued during the calendar year, the fee for the permit shall be prorated for any full calendar month which has expired during the calendar year.~~

~~Sec. 25-36. Indemnification of town.~~

~~An application for a newsrack permit shall be accompanied by a nonrefundable fee as established by resolution of the town commission, and shall contain a written statement, signed by the applicant, whereby the applicant agrees to indemnify and hold harmless the town, its officers, agents and employees, from any loss, liability or damages, including expenses and costs, for bodily injury and property damage sustained by any person as a result of the location, installation, use, maintenance, removal or storage of the applicant's newsracks within the town.~~

~~Sec. 25-37. Bond; insurance.~~

~~Any accidents directly attributable to newsrack usage will be the responsibility of the permit holder, distributors and owners of newspapers. The applicant shall file with the town, along with the application for a newsrack permit, a bond issued by an insurance company authorized to do business in the state in the penal sum of one thousand dollars (\$1,000.00), with the town named as obligee, conditioned for the faithful performance of the provisions of this article. The applicant shall file with the application proof of general liability insurance in the amount of three hundred thousand dollars (\$300,000.00) per person, five hundred thousand dollars (\$500,000.00) per occurrence and fifteen thousand dollars (\$15,000.00) in property damage, naming the town as coinsured.~~

~~Sec. 25-38. Enforcement.~~

~~(a) Upon determination by the town manager that a newsrack has been installed, used or maintained in violation of the provisions of this article, a citation to correct the offending condition shall be issued to the distributor of the newsrack. Such citation shall be mailed by certified mail, return receipt requested. The citation shall specifically describe the offending condition and suggest actions necessary to correct the condition. The citation shall contain the results and any data collected from any pedestrian and vehicular traffic study that may have been performed to ascertain the offending condition. In addition, where the owner of the offending newsrack is not known or identified, a copy of the citation shall be posted on the offending newsrack.~~

~~(b) Failure to properly correct the offending condition within twenty (20) days after the mailing or posting date of the citation, whichever is later, shall result in the offending newsrack being removed by the town. If the offending newsrack is not properly identified as to the distributor and the distributor is not otherwise known, the citation shall be posted as provided herein and if the offending condition is not corrected within twenty (20) days, it shall be removed by the town. Any newsrack removed by the town hereunder shall be stored at the distributor's expense for a period of ninety (90) days. The newsrack shall be released to the distributor upon a proper showing of ownership and payment of any and all storage charges. If the newsrack is not claimed within the ninety-day period, the newsrack may be sold at public auction and the proceeds applied first to storage charges and then paid into the general fund of the town. At least ten (10) days prior to the public auction, the town clerk shall publish a description of the newsrack, the location from which it was removed and notice of the auction in a newspaper of general circulation in the town and shall provide the distributor identified on the newsrack or if otherwise known, with written notification of the auction by certified mail, return receipt requested.~~

~~(c) If the distributor of the newsrack appeals the citation to correct the offending condition as provided in section 25-40, removal of the newsrack shall be stayed pending final disposition of the appeal, which final disposition shall include any judicial review. The town shall pay or reimburse to the distributor any storage charges paid pursuant to a citation to correct which is appealed as provided herein and the decision rendered favorable to the distributor.~~

~~Sec. 25-39. Appeals.~~

~~Any person or entity aggrieved by a finding, determination, notice or action taken under the provisions of this article (hereinafter, an appellant) may appeal to the code enforcement board. An appeal must be perfected within the twenty (20) days after the mailing or posting of the notice of any protested decision or action by delivering to the office of the town manager a letter of appeal briefly stating the basis for the appeal. A hearing on the appeal shall be held on a date not more than sixty (60) days after receipt of the letter of appeal. The appellant shall be given at least seven (7) days' written notice of the time and place of the hearing. The board shall give the appellant and any other interested party a reasonable opportunity to be heard, in order to show cause why the determination of the license inspector should not be upheld. At the conclusion of the hearing, the board shall make a final and conclusive determination. The determination shall be reduced to writing and signed by the chairman of the board and filed in the office of the town clerk within twenty (20) days of the hearing and a copy shall be sent to the appellant. The decision of the board shall be effective when rendered. The decision of the board may be appealed as provided for by law.~~

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. Section 2 of the Ordinance may be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

AYE NAY

| | | |
|------------------------------------|-------|-------|
| Mayor Douglas Hillman | _____ | _____ |
| Vice Mayor Natasha Moore | _____ | _____ |
| Commissioner Peggy Gossett-Seidman | _____ | _____ |
| Commissioner Evalyn David | _____ | _____ |
| Commissioner John Shoemaker | _____ | _____ |

PASSED on first reading at the Regular Commission meeting held on this _____ day of _____, 2022.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

| | AYE | NAY |
|------------------------------------|-------|-------|
| Mayor Douglas Hillman | _____ | _____ |
| Vice Mayor Natasha Moore | _____ | _____ |
| Commissioner Peggy Gossett-Seidman | _____ | _____ |
| Commissioner Evalyn David | _____ | _____ |
| Commissioner John Shoemaker | _____ | _____ |

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this _____ day of _____, 2022.

ATTEST:

By: _____
 Lanelda Gaskins, MMC
 Town Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
 Glen J. Torcivia, Town Attorney

File Attachments for Item:

A. Fiscal Year 2022 Strategic Priorities Plan



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE 03/1/2022
SUBMITTED BY: Marshall Labadie, Town Manager
SUBJECT: FY 2022 Strategic Priorities Plan

SUMMARY:

On February 16, 2022, the Town Commission discussed updates to its Strategic Priorities Plan including, but not limited to, completed projects, new projects and initiatives, ranking of new and remaining priorities and overall direction of the organization. Attached is a revised Strategic Priorities Plan reflecting commission requested revisions.

FISCAL IMPACT:

TBD

ATTACHMENTS:

Strategic Priorities Plan

RECOMMENDATION:

Commission Approval



TOWN OF HIGHLAND BEACH DRAFT 2022 STRATEGIC PRIORITIES PLAN FEBRUARY 2022

OUR VISION:

A residential community striving to provide the highest quality of living standards for present and future residents.

OUR MISSION:

Maintain and improve the focus of Highland Beach as premier beachside residential community providing excellence in government and services to protect our “*unique sense of place*”.

OUR VALUES:

Help citizens live a better life by providing a safe and secure community.

Inclusiveness – we respect people, value diversity and are committed to equality.

Give exceptional citizen service.

Honor public trust through ethical behavior, transparency and servant leadership.

Lead with integrity at every level.

Assure fiscal responsibility and accountability.

Nurture and respect our natural environment.

Deliver services through collaborated efforts and coordinated actions.

STRATEGIC PRIORITIES

This strategic priority plan identifies ranked community projects and initiatives within four (4) operational categories. These projects and initiatives are classified as “Commenced” and “Planned” based on their implementation status and/or schedule. The strategic priority plan is a dynamic and simple document that serves as a decision-making tool to be updated on a quarterly basis via reports to the Town Commission. The plan is intrinsically linked to the annual operating budget which commits funds to complete the projects and initiatives identified. Completing a project and/or initiative leads to attaining the operational category goal for each, and leads to fulfilling mission and vision of the Town.

Organizational Excellence

Strengthen the Town’s ability to strategically and effectively deliver municipal services in a fiscally responsible, collaborative, inclusive and innovative manner.

Projects/Initiatives:

Commenced:

1. Fire Rescue Department Implementation
3. Fund Balance Guidelines/Policy Revision
4. Develop a Communication Plan (that includes a targeted community engagement process)
5. Investment Policy Review
7. Website Content Management Process
8. Veterans’ website
17. Strategic Budget Process
19. Public Record Digitization & Management Project
21. Define Human Resource/Personnel Roles & Responsibilities

Planned:

1. PBA Collective Bargaining Agreement: FY 2023 – 2026
2. FOP Collective Bargaining/General Employees: FY 2023 – 2026
5. Maintain and Refine 5-year Financial Forecast Model

Departments:

Town Manager’s Office
Finance Department
Clerks’ Office
IT Consultant

Advisory Board(s):

Financial Advisory Board

Public Infrastructure & Resiliency

Ensure that Town managed and maintained facilities, infrastructure and public places are afforded appropriate attention, maintenance, repairs, and upgrades.

Projects/Initiatives:

Commenced:

1. Fire Rescue Department Implementation
2. Undertake Sanitary Sewer Collection System Project
6. FY 2020-2025 Water & Sewer Rate Study Update
9. Veterans Memorial
10. Maintain 5-year Capital Improvement Projects Program
12. Town Entry Signs—A1A
13. A1A Drainage/Flooding Issues
18. Engage in FDOT RRR Project Design & Construction

Planned:

7. Survey Waterbodies – Bel Lido Subdivision

Departments:

Public Works Department
Town Planner
Town Manager's Office
Finance Department

Advisory Board(s):

Financial Advisory Board
Planning Board

Community Safety

Proactively plan for and responsively maintain a safe and resilient community focused on visibility, awareness and care for residents and visitors.

Projects/Initiatives:

Commenced:

1. Fire Rescue Department Implementation
11. Marine Accessory Structures Ordinance
16. Police Department Accreditation
22. Property Rights Element – Comprehensive Plan Update

Planned:

1. PBA Collective Bargaining Agreement: FY 2023 – 2026
3. Temporary Sign Ordinance Review
4. Seawall Ordinance Review
6. Implement 2020 FIRM Flood Maps/Ordinance Revision
8. Home Based Business Ordinance/Updates

Departments:

Police Department
Building Department/Code Enforcement
Town Planner

City of Delray Beach Fire Department
Town Manager's Office

Advisory Board(s)/Community Support Group(s):

Planning Board
Board of Appeals and Adjustments
Code Enforcement Board
Highland Beach Police Foundation

Community Enrichment & Sustainability

Recognize the vital role Highland Beach's natural resources play in a healthy community and implement projects and policies that sustain them. Support residents' desire for community services and programs that enhance personal growth, knowledge and quality of life.

Projects/Initiatives:

Commenced:

14. Sea Turtle Lighting Standards/Requirements
15. Collaborate with Palm Beach County on Cam Milani Park Development
20. Update Beach Erosion Study/Dune Management (Erosion Control Line)

Planned:

9. Improve Recycling and Waste Reduction Rates

Departments:

Town Planner
Highland Beach Library
Town Manager's Office

Advisory Board(s)/Community Support Groups:

Natural Resources Preservation Advisory Board
Planning Board
Friends of the Library
Library Volunteers

Emerging Issues

The following emerging issues may require action by the community in the short-term planning horizon resulting in the creation of a new project/initiative or require re-prioritization of existing projects/initiatives.

The emerging issues include:

- Aging/Underbuilt Infrastructure, Facilities & Structures
- A1A Drainage/Flooding Issues
- Climate Change/Sea Level Rise effect upon Intracoastal Waterways
- Outdated Management Systems
- American Disabilities Act (ADA) Requirements

Action Planning

The successful implementation of the projects and initiatives defined in the strategic priorities plan is contingent upon the development of an action plan. The action plan must provide clear direction with the ordered tasks/steps needed with target completion dates along with resources needed to complete the project. The plan shall identify those responsible for completing the steps and tasks and monitoring the progress of the project.

As a project or initiative identified in the Strategic Priorities Plan moves from the “Planned” stage to “Commenced” stage, an action plan will be created by the assigned department. The action plan shall include:

- A well-defined description of the project/initiative to be completed
- Tasks/steps that need to be carried out to complete the project/initiative
- Department/Employee who will be in charge of carrying out each task
- When will these tasks be completed (deadlines and milestones)
- Resources needed to complete the tasks
- Measures to evaluate progress

The assigned department shall forward its action plan to the Town Manager for review and approval. Once approved, the action plan will be posted on the Town website and will be updated on a monthly basis. It is important to note that some project may require a more complex action plan based on the scope of the project/initiative. The *Action Plan Template* is attached for reference.

Strategic Priorities: Ranked Projects & Initiatives List

Commenced

1. **Fire Rescue Department Implementation**
Refer to Fire Rescue Department Implementation Plan for more details
2. **Undertake Sanitary Sewer Collection System Project**
Progress: ARPA Funded Project-- Bid Preparation Phase
3. **Fund Balance Guidelines/Policy Revision**
Progress: Commenced; FAB Recommendation – 1/27/22 TB Review
4. **Develop a Communication Plan (that includes a targeted community engagement process)**
Progress: Engagement of PR Firm commenced – Draft Q4
5. **Investment Policy Review**
Progress: PNC Custodial Contract in place....evaluate investment laddering options FAB Review Q4
6. **FY 2020-2025 Water & Sewer Rate Study Update**
Progress: Commenced FAB/TB Review Q3
7. **Website Content Management Process**
Progress: Draft process Q3
8. **Veterans' website**
Progress: Draft website completed
9. **Veterans Memorial**
Progress: To be incorporated with renovation of Fire station
10. **Maintain 5-year Capital Improvement Projects Program**
Progress: Identified in the FY 2021-2022 budget
11. **Marine Accessory Structures Ordinance**
Progress: Draft completed TB Review 3/1/22
12. **Town Entry Signs—A1A**
Progress: Design proposal and landscape architect contracts executed – Draft options Q3
13. **A1A Drainage/Flooding Issues (including the development of an alternative plan to address significant issues)**
Progress: FDOT commitments secured –Appropriation Request Submitted
14. **Sea Turtle Lighting Standards/Requirements**
Progress: Draft Ordinance created TB Review Q3
15. **Collaborate with Palm Beach County on Cam Milani Park Development**
Progress: Engaged in conversations with the County
16. **Police Department Accreditation (inlc. Marine Unit)**
Progress: Accreditation planning commenced
17. **Strategic Budget Process**
Progress: Commenced; Integrate Strategic Priorities within Budget – Evaluate Two-year Budget
18. **Engage in FDOT RRR Project Design & Construction**
Progress: Commenced; construction starting FY 2024 Preliminary Design Phase
19. **Public Record Digitization & Management Project**
Progress: Commenced; 75,000 pages scanned to date
20. **Update Beach Erosion Study/Dune Management (Erosion Control Line)**
Progress: TBD
21. **Define Human Resource/Personnel Roles & Responsibilities**

22. Property Rights Element – Comprehensive Plan Update

Planned

- 1. PBA Collective Bargaining Agreement FY 2023 - 2026**
- 2. FOP Collective Bargaining/General Employees FY 2023-2026**
- 3. Temporary Sign Ordinance Review/Update**
- 4. Seawall Ordinance Review (Seawall Elevation)**
- 5. Maintain & Refine 5-year Financial Forecast Model**
- 6. Implement 2020 FIRM Flood Maps/Ordinance Revision**
- 7. Survey Waterbodies – Bel Lido Subdivision**
- 8. Home Based Business Ordinance/Updates**
- 9. Improve Recycling and Waste Reduction Rates**

Completed

- 1. PBA Collective Bargaining Agreement 2020 - 2023**
- 2. FOP Collective Bargaining/General Employees 2020-2023**
- 3. Sanitary Sewer Collection System Evaluation -- CCTV**
- 4. FY 2020-2025 Water & Sewer Rate Study**
- 5. Crosswalk Enhancement Project – Pedestrian Activated Signs/Flashers**
- 6. Study Alternate Fire Rescue Service Models**
- 7. Install ERP IT System: BS&A Modules Permitting, GL, Fixed Assets, Cash Receipting, AP/AR, PO, Utility Billing**
- 8. Define Purchasing/AP/AR Process, Roles & Responsibilities**
- 9. Update Building Administrative Code Section -- 7th Edition of Florida Building Code:**
- 10. Complete Salary Table & Job Description Update**
- 11. Implement Geographic Information System (GIS) & Expand Capacity**
- 12. Crosswalk Enhancement Project – Overhead Lighting**
- 13. Southeast Palm Beach County Coastal Resiliency Partnership & Climate Vulnerability Assessment**
- 14. Right-of-Way (ROW) Disruption Ordinance**
- 15. Bucket Tree Pilot Program**
- 16. Charter Review Process**
- 17. Building Recertification Ordinance/Program**
- 18. Building Permit Discount**
- 19. Police Department – Marine Unit Formation**
- 20. As-built drawing for Municipal Complex project**
- 21. Town Hall Building Improvements**
- 22. Fire Rescue Services Implementation**
PR Campaign, Retain Fire Rescue Services Consultants; Retain Medical Director and Assistant Medical Director; Election; Retain architect for fire station design; Commenced fire station design process; Development of Medical Protocols; EMS vehicle selection; Execution of fire services dispatch agreement; Preparation of COCPN and State EMS application documents

Agenda Item 10.B.
March 01, 2022 Town Commission Meeting

Meeting Date: 3/1/2022
Submitted by: Natasha Moore, Vice Mayor – Commissioner
Subject: Pace Advertising and Educational Campaign

Summary:

Edward Moore received a letter from John Ross Founder | Committee to Save Highland Beach Corp. In that letter there are several instances of misinformation. Attached is a description of a few examples of the misinformation.

Recommendation:

Discuss if action is needed to correct the misinformation.

Examples of incorrect information in Letter from John Ross Founder of the Committee to Save Highland Beach Corp.

1. Cover of Envelope (see attached):

Misinformation: Stop the Highland Beach Tax Increase

Correction: There is no tax increase proposed. Highland Beach has the second lowest tax rate compared to our neighbors (see chart that compares tax rates).

2. Third paragraph of the letter (see attached):

Misinformation: The commission did not tell you that 5% of the budget equals \$1,200,000.00

Correction: the spending limit in John Ross' letter is incorrect and is \$175,000.00 more than what is being recommended by the commission.

In the letter from the Vice Mayor (see letter), residents were told...

"... the recommendation is to change the funding limit to 5% of the town's annual budget. The current annual budget is approximately \$20.5 million, so the funding limit would be approximately \$1.025 million. Going forward, the funding limit would be calculated as 5% of the annual budget, keeping up with inflation and the scope of services provided by the town."

3. Third paragraph of the letter (see attached):

Misinformation: The Commission could fund as many \$1,200,000.00 items per year as the Commission wants. The loophole together with the proposed higher spending limit would allow the Commission to spend millions upon millions of dollars, without a vote of the people.

Correction: There is limited money in the budget and the budget needs to balance each year. Additional projects, with corresponding increased spending, would require bond issuance from the town or significant tax increases. Bond issuance requires a vote of the people. Also, there are limits on tax rate increases (see TRIM and Maximum Millage Rate Information).

4. Seventh paragraph of the letter (see attached):

Misinformation: Allows the Commissioners to immediately raise their own salaries to any amount they may care to pay themselves.

Correction: The language states that salaries cannot be increased by more than 5% in a given fiscal year. The current annual salaries are \$15,000 for the Mayor and \$12,000 for the remaining Commissioners and were established 20 years ago.

Paid for by:



3450 S. Ocean Blvd., #806
Highland Beach, FL 33487

STOP THE HIGHLAND BEACH TAX INCREASE

PRSRT STD
US Postage
PAID
Ft Lauderdale FL
Permit # 4688

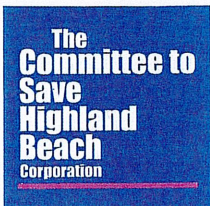
VOTE NO MARCH 8TH



4*1***1213*****SCH 5-DIGIT 33431

EDWARD MOORE
4400 TRANQUILITY DR
HIGHLAND BEACH FL 33487-4220





A Letter from the Founder of The Committee to Save Highland Beach

Dear Voter:

The Committee to Save Highland Beach Corp. (CSHB) began as a single email to a few hundred town residents opposed to the crazy commission plan to tear up A1A at the cost of \$54,000,000. We currently send almost 2500 emails to Highland Beach residents per issue. We are completely non-partisan, but we are opinionated.

On March 8th, you will be voting on five Town Charter Amendments placed on the ballot by the Commissioners. Except for Question # 1, all the rest have gone seriously off the rails.

Question #2 is the voter's worst nightmare: It absurdly increases the amount of money the Commissioners can spend on an item without going to the people for a vote. The current commission limit is \$350,000.00 per project or item. The commission wants your vote to change their spending limit to 5% of the total town budget per item. The Commission did not tell you that 5% of the budget equals \$1,200,000.00 per item. You were also not told that the Commission could fund as many \$1,200,000.00 items per year as the Commission wants. This loophole together with the proposed higher spending limit would allow the Commission to spend millions upon millions of dollars, without a vote of the people.

If approved, the Power to decide on big-spending that our town's 4,000 voters have always held dear will go to the five Commissioners. Why would we ever give up our right to vote on significant new items or projects? The current spending limit is serving us well. At the Commission's proposed new spending limit, each Commissioner's whim project will raise your taxes by 10%. **ON QUESTION #2, VOTE A VERY BIG "NO"**

Question #3: Allows the Town Manager or Finance Director to pay invoices without a commissioner looking at the transaction. Currently, a commissioner must approve all payments. Past commissioners have found unauthorized payments and prevented fraud. It is the job responsibility of the Commission to authorize payments. The Commission has no more important job than to watch over our money. **ON QUESTION #3, VOTE "NO"**

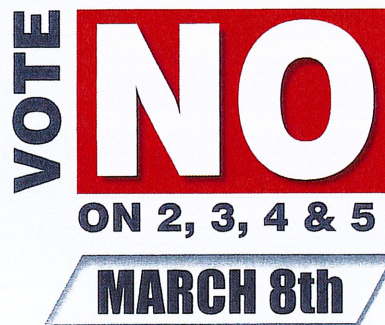
Question #4: Would raise the term limit of the Current Commissioners to 12 years. "Wait," you say, "This means that the sitting Commissioners want to extend the term limit for themselves?" Yup! "While they are in office?" Yup. "For their own benefit?" Yup. **ON QUESTION #4, VOTE "NO"**

Question #5: : Allows the Commissioners to immediately raise their own salaries to any amount they may care to pay themselves. After that, the Commissioners can increase their new salaries by up to 5% per year. CSHB finds it disheartening that the current Commissioners have the audacity to ask us to raise their salaries to any amount they want. Every dollar of salary increase commissioners give themselves is a dollar of new taxes. **ON QUESTION #5, VOTE "NO"**

Sincerely,

John Ross Founder | Committee to Save Highland Beach Corp.

Please join our mailing list by emailing "join list" to cshb@cshbfla.com
Paid electioneering communication paid for by The Committee to Save Highland Beach Corporation
3450 S. Ocean Blvd. # 806, Highland Beach FL 33487



- We are establishing our own Fire-Rescue department; and,
- Our population has increased and our infrastructure is aging.

When considering costs of forthcoming and potential projects, the commission discussed changing the limit so necessary projects can be authorized in a timely manner. For example:

- Purchase of a fire truck is well over \$1 million; and,
- Resurfacing of side streets costs over \$500,000; and,
- New reverse osmosis treatment unit costs over \$425,000; and,
- Lining of sewer pipes will be over \$1 million.

The Commission decided the funding limit should not be a fixed amount but rather an amount tied to our annual budget, so the limit changes as our annual budget changes. Therefore, the recommendation is to change the funding limit to 5% of the town's annual budget. The current annual budget is approximately \$20.5 million, so the funding limit would be approximately \$1.025 million. Going forward, the funding limit would be calculated as 5% of the annual budget, keeping up with inflation and the scope of services provided by the town.

Please note, the Commission could not find any other town in South Florida that has a commission spending limit so this provision is unusual. However, the input we have received so far indicates that our residents prefer having a spending limit.

Official Referendum Language

TO RECOGNIZE THE GROWTH OF COSTS AND SUPPORT THE DELIVERY OF TOWN SERVICES, INCLUDING ITEMS LIKE THE WATER TREATMENT PLANT, LIBRARY, POLICE, AND FIRE RESCUE, SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER AT SECTION 2.01(30) TO PROVIDE THAT THE FUNDING LIMITS BE INCREASED FROM THE CURRENT LIMIT OF \$350,000, WHICH WAS ESTABLISHED IN 1991, TO FIVE PERCENT (5%) OF THE TOWN'S TOTAL ANNUAL BUDGET?

If you have any questions, please feel free to contact me, any Commissioner or the Town Manager at your convenience. For more information, visit: www.highlandbeach.us/Vote2022.

Sincerely,

Natasha Moore

Natasha Moore
VICE-MAYOR

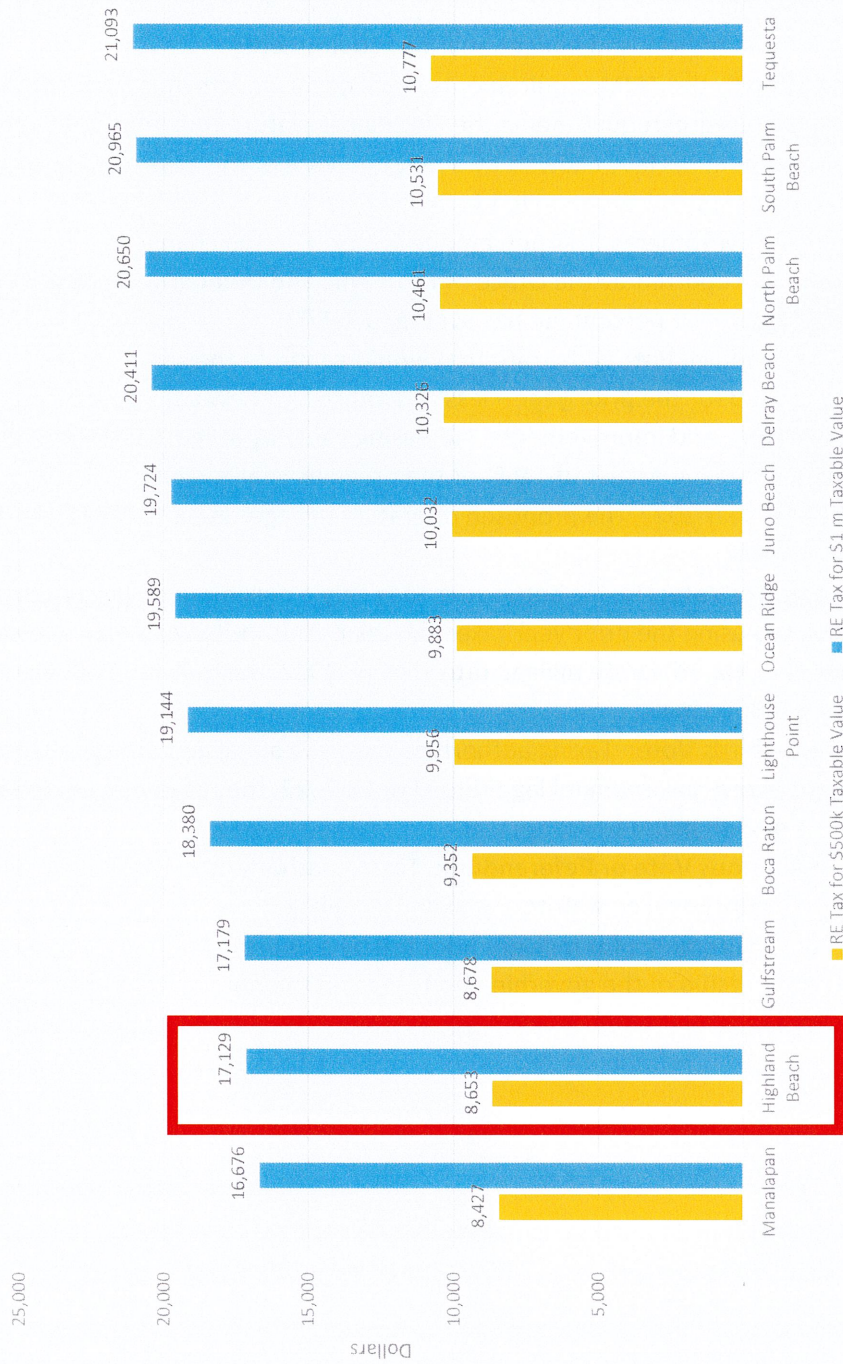
VOTE BY MAIL

Voter Registration Deadline - 2/7/22

In-Person Voting Day - 3/8/22

Highland Beach Millage Tax Rates are Second Lowest

2021 Real Estate Taxes by Municipality
for Taxable Values of \$500k and \$1 million



TRIM and Maximum Millage Rate Information

- The Florida Legislature passed the Truth in Millage (TRIM) Act in 1980. The law is designed to inform taxpayers which governmental entity is responsible for the taxes levied and the amount of tax liability taxpayers owe to each taxing authority.
- The TRIM Act established the statutory requirements that all taxing authorities must follow – including all notices and budget hearing requirements
- In addition to the TRIM requirements, local governments must also conform to the maximum millage limitation requirements the Florida Legislature first imposed in 2007.
- The maximum tax levy allowed by a majority vote of the governing body is based on a percentage applied to the rolled-back rate (per F.S. Chapter 200.065).
- For local governments, this percentage is based on the change in per capita Florida personal income, as reported by the Office of Economic and Demographic Research each year. Over the past 10 years the percentage has averaged 2.17%.
- The **Rolled-back Rate** is the rate that would generate the same amount of property tax revenues as approved for the prior year – less allowances for new construction, additions, deletions, annexations, and improvements, increasing value by at least 100% and tangible personal property value in excess of 115% of the previous year's value.
- For Fiscal Year 2022, the proposed operating millage rate is 3.2294 mills, the rolled-back rate is 3.1215 mills.
- **By Majority Vote:** Taxing authorities may levy a maximum millage equal to a rolled-back rate calculated using the prior year taxes the taxing authority would have levied if it had adopted the maximum majority vote millage rate. For FY 2022, the maximum allowed millage by Majority Vote is 4.0669 mills.
- **By Two-Thirds Vote:** Taxing authorities may levy a millage not more than 110 percent of the majority vote maximum millage rate. For FY 2022, the maximum allowed millage by Two-Thirds Vote is 4.4736 mills.
- **By Unanimous Vote or Referendum:** Taxing authorities may levy any millage not more than their constitutional or statutory maximum millage.
- Voting requirements for millages adopted by a two-thirds or unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

File Attachments for Item:

A. Update on the November 3, 2021 Board recommendations to the Town Commission, and the previous recommendation pertaining to the palms located in the right-of-way along State Road A1A



TOWN OF HIGHLAND BEACH RECOMMENDATION MEMORANDUM

TO: Town Commission

MEETING DATE: March 1, 2022

FROM: Ingrid Allen, Town Planner, on behalf of the Natural Resources Preservation Advisory Board ("Board")

SUBJECT: February 2, 2022 Board recommendations

ACTION:

At the February 2, 2022 Board meeting, the Board provided the following recommendations (in bold) to the Town Commission:

1. **Consider employing a professional tree service company like Bartlett Tree Experts to facilitate the management and care of the palms situated in the right-of-way along State Road A1A.** At the September 21, 2021 Town Commission meeting, the Commission considered a recommendation from the Board to hire "an arborist to facilitate a report back to the Board to evaluate the condition of the vegetation in the Town on public and private property adjacent to public streets." While the Commission indicated that the recommendation was low on the priority list, discussion among the Commission was to fertilize the palms. The Town did contract with Bartlett Tree Experts to conduct an assessment of the population of palms situated in the right-of-way along State Road A1A. A report was provided to the Town with several recommendations including proper irrigation, the removal of turf and installation of mulch, implementing a fertilization program, etc. (see Attachment No. 1). Staff advised the Board at their February 2, 2022 meeting that pursuant to Section 28-10(a) of the Town Code, the owner, and/or lessee of land shall be responsible for the maintenance of all landscaping located on their property and on adjacent public rights-of-way, which shall be maintained in good condition so as to present a healthy, neat and orderly landscape area which shall include, but not be limited to, weeding, mulching, fertilizing, pruning, mowing, and edging. However, the Board raised concerns that property owners may not properly maintain these palms even with the recommendations provided in the Bartlett report. Therefore, the Board suggests that professional help is needed to provide consistent maintenance of the palms. Bartlett Tree Experts has indicated to staff that a soil care and fertilization program will cost a total of \$6000.00 and will include five (5) separate treatments for the 100 royal palms located along State Road A1A.
2. **Approve the implementation of additional bucket trees to all Associations along the beach that have authorized their use.** On October 6, 2020, the Town Commission

approved the placement of four (4) or less Town beach bucket trees. Town staff has constructed and installed five (5) bucket trees to date (Note that the additional bucket tree was approved by the Town Manager for placement just north of the 45 Ocean Condominium). At the September 21, 2021 Town Commission meeting, the Commission considered a recommendation from the Board to “approve additional beach bucket trees so long as associations are willing to accept them on their property.” The Commission indicated that before considering the installation of additional Town beach bucket trees, feedback is needed from the Condominium HOA’s on whether their current bucket tree is being utilized by residents, etc. The Commission requested that the Board make calls to these HOAs for their individual feedback on bucket tree usage. At the February 2, 2022 Board meeting, Board Member Nicole Stanfield (who volunteered to undertake the assignment at the Board’s November 3, 2021 meeting) made a presentation to the Board of her findings (see Attachment No. 2). Staff currently has a waitlist of six (6) condominiums who have shown interest in acquiring a Town beach bucket tree.

3. **Consider providing code enforcement officer that routinely (once or twice a week) walks or rides on the beach to facilitate visual observation of any violations to Section 5-9 of the Town Code.** The Board made the following related recommendations which were considered by the Town Commission on December 7, 2021 and July 1, 2020, respectively:

December 7, 2021: “Expand the obligations of our current code compliance officer to walk the beach or do an evaluation of the beach so as to know what is or is not appropriately being done on the beach.”

July 1, 2020: Hire an environmental maintenance employee “to traverse the beach and pick up debris.”

Regarding the December 7th recommendation, consensus from the Town Commission was to thank the Board for their input and suggested scheduling a follow-up discussion early next year (2022). At the February 2, 2022 Board meeting, staff advised the Board of the Commission’s direction and that the Commission will be discussing Town Strategic Priorities in February/March 2022. Regarding the July 1st, 2020 recommendation, the Town Commission adopted a hiring freeze during the state of local emergency declared as a result of the COVID-19 Pandemic (Reso No. 20-009), and therefore the recommendation was not considered (Note that the hiring freeze has since been lifted). The “littering” provisions of Section 5-9 of the Town Code are provided below.

Section 5-9. Littering.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Beaches means that area abutting the Atlantic Ocean consisting of predominantly sand, whether below or above the mean high water mark.

(b) Prohibited. No person shall leave or deposit any trash, refuse or debris on any beach. Any such trash, refuse or debris shall be placed, when available, in a container clearly marked by the town for such purpose. If there is no receptacle, or if the receptacle is full, all trash or refuse must be removed from the beach.

(c) Private beaches. In regard to that portion of the beach determined to be private property, no person shall place or deposit on any such beach any trash, refuse or debris. Further, the owner of the private property shall not allow trash, refuse or debris to remain on his property for a period of time greater than seven (7) days after notification by the town. Any such trash, refuse or debris located upon private beachfront property shall be properly disposed of in a manner otherwise provided by the codes and regulations of the town.

(d) Violation. Any private property owner found to be in violation of this section shall be subject to the jurisdiction of the town's code enforcement ordinance, and subject to penalties prescribed by the code enforcement board for each day a violation is determined to exist.

ATTACHMENTS:

Attachment No. 1 – Bartlett Tree Experts report and fertilization treatment estimate

Attachment No. 2 – Natural Resources Preservation Advisory Board research on bucket tree usage

ATTACHMENT NO. 1

November 3, 2021

Mr. Pat Roman
Town of Highland Beach
3616 South Ocean Boulevard
Highland Beach, Florida 33487



Re: Assessment of Roadway Palms

Mr. Roman,

I have performed a limited visual assessment of a population of palms situated in the rights of ways for the Town of Highland Beach. This report is being written per your request. My assignment is to assess the condition of the subject palms and provide recommendations for management. My assessment is limited to the condition of the palms as observed on September 27, 2021. The purpose of this report is intended as a tool to allow the tree owner to make an educated tree management decision. My assessment was performed from the ground. I did not climb any trees or use any aerial lift equipment. No tree risk assessment was performed as this was outside the scope of the assignment.

The subject palms are situated along the Town's rights of ways. This is a coastal community on the barrier island in South Florida. The properties along this stretch of road comprise of single family residences and condominiums. These buildings vary in height. The palms are just a couple hundred feet from the ocean.

The majority of the roadway palms are comprised of royal palms (*Roystonea regia*). The palms range from a poor to good condition. Many of the royal palms are showing damage to the lower fronds. This damage is expressed as discolored, frizzled palm fronds. The palms are also showing signs of nutrient deficiency, which is common in South Florida.

The site conditions for this area can be hostile to plant material. Salt spray can be pushed up over the dune and affect plants. The salt desiccates the foliage, creating a "burned" appearance. The soil is primarily sand. These soils lack the specific nutrients that palms prefer, they do not retain nutrients very well so the nutrients often leach deep down into the soil, and the soils are very alkaline and have a high pH.

Different plant species have varying tolerance to salt spray. Some plants have a high tolerance for salt spray and some plants have a low tolerance. Royal palms are reported to have "moderate" tolerance to salt spray. The Florida Native Plant Society list royal palm as having some tolerance to salty wind but not to direct salt spray. Anecdotally, I would suggest that this species of palm is not very tolerant to salt spray.

The exposure of these palms to direct salty winds varies based on its location along the roadway. Some of these palms are well protected by tall buildings. Other palms are very exposed to direct winds coming off the ocean. The direction of the winds also change throughout the year, with winter winds being predominately from the northeast direction. It is very common to observe plants with salt damage in winter along the South Florida coast. Even plants that are reported to have a high salt tolerance such as coconut palms (*Cocos nucifera*) or date palms (*Dactylifera spp.*) show salt damage to the lower leaves.

I would suggest that the damage that can be observed on the royal palms is mostly due to salt damage. They are also showing signs of nutrient deficiency, specifically potassium. Potassium deficiency causes the lower fronds of palms to turn brown and die prematurely. Once the palm fronds are damaged or discolored, that particular palm frond will never recover. The frond will remain discolored or damaged until it falls off or is removed. Palms are genetically programmed to only produce a predictable number of palm fronds each year. It is important to keep the palms as healthy as possible to allow them to retain as many healthy fronds as possible at all times.

Salt damage can be difficult to mitigate. Management would start by selecting plant material that is very salt tolerant. Washing the leaves off with fresh water can mitigate salt burn, but this treatment is time consuming and would not likely be practical on the Town's palms. By promoting good cultural practices, it may be possible to increase the number of live and unaffected palm fronds in the crowns of these palms to improve appearances. Cultural practices would include proper irrigation, mulch over the roots of the palms, and proper fertilization.

Based on my observations I would recommend the following:

- Audit and ensure adequate irrigation based on current rainfall.
- Remove any turf and install a layer of organic mulch to create a tree ring around the palms. Mulch should be installed to a depth of 2 inches.
- Begin a fertilization program as recommended by University of Florida. This would include quarterly application of 8-2-12 or 8-0-12 palm special granular fertilizer applied at a rate of 1.5 pounds of granular per 100 square feet of palm canopy area. Applications should be made every three months and can be supplemented with a granular sulfur product to adjust pH.
- Or, affected palms can be removed and replaced with a species with higher salt tolerance such as coconut palms or date palms.

If you have any questions about my observations or recommendations, please contact me.

Regards,
Jonathan

Jonathan S. Frank
ASCA Registered Consulting Arborist #618
ISA Board Certified Master Arborist #FL-5250BT
FDACS Certified Pest Control Operator #JF283138

Limits of the Assignment

The tree assessment was performed from the ground for visual conditions. This tree inventory was not a tree risk assessment. As such, no trees were assessed for risk in accordance with industry standards, nor are there any tree risk ratings or risk mitigation recommendations provided within this report.

Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.

Illustrations, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.

Information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the plans or property in question may not arise in the future.

There is no guarantee for the preservation of the trees contained in this report, however, the preservation plan is made with the best interest intended for the trees being preserved.

Fertilization of Field-Grown and Landscape Palms in Florida¹

Timothy K. Broschat²

Palms growing in Florida landscapes or field nurseries are subject to a number of potentially serious nutrient deficiencies. These deficiencies are described and illustrated in document [ENH1018](#). Prevention and treatment of these deficiencies is the subject of this document. Chemical symbols used in this document are as follows: N=nitrogen, P=phosphorus, K=potassium, Mg=magnesium, Ca=calcium, Mn=manganese, Fe=iron, B=boron, Cu=copper, Zn=zinc.

Fertilizer Formulation

Nutrient deficiencies are more easily prevented than corrected once they occur. Correction of nutrient deficiencies can take as long as 2 or 3 years for some elements. Research at the UF/IFAS has shown that regular use of a fertilizer having an analysis (the three numbers on all fertilizer labels which refer to their N-P₂O₅-K₂O content) of 8N-2P₂O₅-12K₂O +4Mg with micronutrients can correct mild to moderate deficiencies and prevent their recurrence in most soil types in south and central Florida (Broschat 2015b; Broschat et al. 2008). However, not all fertilizers that have an analysis of 8N-2P₂O₅-12K₂O+4Mg with micronutrients are effective and, if improperly formulated, may be worse for palm health than no fertilizer at all.

It is essential that 100% of the N, K, and Mg in such a fertilizer be in slow release form. Since Florida's soils have very low capacities to retain these elements in the root zone during periods of heavy rainfall or irrigation, the only

effective way to keep these elements readily available to plants during the 2 to 3 month interval between fertilizer applications is to use slow release sources (Broschat 1996; Broschat 1997). A water-soluble source applied one day could be completely leached out of the root zone the next day by a heavy rainfall, and the palm would receive no benefit from the application. Controlled-release fertilizers are not greatly affected by rainfall or irrigation intensity. Since they release more slowly than water-soluble fertilizers, they are also less likely to burn plant roots during periods of drought.

Unlike the macronutrients N, K, and Mg that should be in slow release form, most micronutrients need to be in a water soluble form. However, granular slow release forms of boron are safer and more effective for Florida landscape soils.

Effective sources for N include sulfur-coated urea, urea-formaldehyde, resin-coated urea, and resin-coated ammonium salts. Of all the slow-release K sources tested, sulfur-coated potassium sulfate was found to be the most effective and economical (Broschat 1996). Prilled kieserite (a more slowly soluble form of magnesium sulfate than Epsom salts) is an effective and low-cost slow release form of Mg. Coated Mg products tend to release too slowly to be effective (Broschat 1997; Broschat and Moore 2006). Slow release B sources, such as Granubor, are less affected by leaching than the water soluble B sources often used in landscape fertilizer blends (Broschat 2008). The only

1. This document is ENH1009, one of a series of the Environmental Horticulture Department, UF/IFAS Extension. Original publication date September 2005. Revised October 2011, September 2014, and November 2016. Reviewed December 2017. Visit the EDIS website at <http://edis.ifas.ufl.edu>.

2. Timothy K. Broschat, professor, Environmental Horticulture Department; UF/IFAS Fort Lauderdale Research and Education Center, Davie, FL 33314.

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recommended Mn, Zn, and Cu sources are the sulfate forms of these elements (Broschat 1991). Since iron sulfate is rather ineffective on most Florida soils, granular chelated products such as Trachelene Fe are preferred for blending into palm maintenance fertilizers (Broschat 2005).

Another reason why 100% of the N, K, and Mg must be in controlled release form is that the release rate of a nutrient source can determine the “effective analysis” of the blend. If heavy rainfall or irrigation occurs, any water soluble nutrients will be rapidly leached out of the root zone, while controlled-release sources are still releasing nutrients into the soil. This differential leaching of soluble vs controlled-release nutrient sources can alter the effective ratios among the various elements, often with detrimental effects on palm nutritional health. The soil N:K, N:Mg, and K:Mg ratios are very important for palm health, and it is essential that all three elements have similar release rates in order to keep these ratios constant over time.

Fertilizer Application

How you apply a fertilizer can also determine whether the application will be effective or not. Concentrating fertilizer in holes, as spikes, or in bands around the trunks of palms is less effective than spreading the same amount of fertilizer uniformly throughout the area under the canopy. This is because nutrient movement is almost exclusively downward in direction, and thus only that small proportion of the palm root system directly under concentrated fertilizer will ever be exposed to these nutrients. A concentration of fertilizer is also much more likely to burn palm roots than fertilizer spread out over a larger area. Injecting water-soluble fertilizers into the “root zone” of palms is never recommended because 1) water-soluble fertilizers are readily lost to leaching, 2) lateral movement of injected fertilizer is minimal, and 3) injecting any nutrients deeply enough to avoid turfgrass roots will also miss the majority of the palm’s fine feeder roots, which tend to intermingle with turf roots near the soil surface.

Although trunk injection of micronutrients such as Mn has been shown to be effective (Broschat and Docola 2010), this method is not recommended for palms except in cases where soil applications have been ineffective in alleviating chronic micronutrient deficiency symptoms. Since palms lack a vascular cambium and, thus, the ability to heal over wounds in the trunk, any holes created in the process of injecting palm trunks will remain as permanent scars and may provide entry sites for diseases or insect pests.

The 8N-2P₂O₅-12K₂O+4Mg with micronutrients maintenance fertilizer blend described above should release nutrients for up to three months, and thus a three-month application interval is recommended. The suggested application rate for south Florida landscapes is 1.5 lbs of the 8N-2P₂O₅-12K₂O+4Mg with micronutrients fertilizer (not N) per 100 sq. ft. of palm canopy area, bed area, or landscape area. Field nurseries typically apply twice that amount to maximize growth (Broschat 2015b). For landscapes in central and north Florida, winter applications can be omitted and lower application rates may also be adequate, although field nurseries in those regions will probably benefit from the higher south Florida application rates.

Fertilization in Areas where Summer Applications of N and P Are Prohibited

Some counties or municipalities in Florida prohibit the application of P fertilizers unless soil tests demonstrate that P is deficient. In addition, all N and P-containing fertilizers may be prohibited during the rainy months of June through September. Since this is a period when palm nutrient demands and leaching of existing soil nutrients are the greatest, proper fertilization is essential. However, earlier studies have suggested that N may not be as limiting during this warm wet season due to higher rates of natural organic matter decomposition. A recent study has shown that P fertilization may not be necessary at all under most Florida landscape conditions and an 8N-0P₂O₅-12K₂O+4Mg was as effective as the traditional 8N-2P₂O₅-12K₂O+4Mg formulation (Broschat 2015a). This study also showed that if the 8N-0P₂O₅-12K₂O+4Mg product was applied in February, May, and November, but the August application received a similar controlled release palm fertilizer that contained no N or P, then the resulting palm quality was as good as for those palms that received the 8N-0P₂O₅-12K₂O+4Mg product for all four applications. These no N or P palm fertilizers have an analysis of 0N-0P₂O₅-16K₂O+6Mg plus micronutrients. Contact your county Extension agent for information about the availability of these products in your area.

The 8N-0P₂O₅-12K₂O+4Mg fertilizers described above are suitable for all palm species growing in all soil types found within the state of Florida except for the muck soils of the Everglades Agricultural Area. In those soils, sufficient N is released naturally to provide more than enough N for optimum palm growth. However, if the standard 8N-0P₂O₅-12K₂O+4Mg fertilizer is used on these soils, the additional N from the fertilizer combined with that released from the

soil can result in excessive N relative to K, Mg, and other elements and could make deficiencies of those elements more severe. In those soils, the 0N-0P₂O₅-16K₂O+6Mg formulation described above is recommended.

Use on Entire Landscape

While the 8N-2P₂O₅-12K₂O+4Mg with micronutrients maintenance fertilizer described above was developed primarily for the nutritional requirements of palms, other types of plants, including broadleaf trees, shrubs, herbaceous ornamentals, fruit trees, and even turfgrass growing in the same soil are subject to the same inherent nutritional deficiencies in these soils (Broschat et al. 2008). Since palm nutritional requirements are higher than those for other types of plants, a fertilizer that is suitable for palms will be more than suitable for other types of plants. Comparative trials at the UF/IFAS Ft. Lauderdale Research and Education Center have shown that St. Augustinegrass fertilized with the above palm maintenance fertilizer had quality equal to that produced by a high quality turf fertilizer (Broschat et al. 2008).

Use of the above 8N-2P₂O₅-12K₂O+4Mg with micronutrients fertilizer is recommended for use on the entire landscape. This not only simplifies fertilization by having to use only a single product, but eliminates a serious problem encountered when high N turf fertilizers are applied to turf areas with palms growing nearby. Roots of large palms typically extend out 50 feet or more from the trunk in all directions and will take up whatever fertilizers have been applied to the turfgrass. The high N:K ratio and the lack of any Mg in most turf fertilizers forces rapid growth in palms, but without sufficient K or Mg to support that growth, this growth dilutes the existing K and Mg reserves within the palm and induces or exacerbates K and/or Mg deficiencies in the palms. High N fertilizers applied to turfgrass, even 30 feet away from a palm on one side only, have been known to kill palms from induced K deficiency. Given the high value of most specimen palms, applying high N fertilizers to the palms or to nearby turfgrass is no bargain, no matter how much less it may cost.

Sometimes it may not be possible to control what kinds of fertilizer are applied within the area covered by a palm's root system. For example, you may have a large palm relatively close to your property line. While you may be properly fertilizing your palm and lawn with the recommended 8N-2P₂O₅-12K₂O+4Mg, your neighbor may be fertilizing his lawn with typical turf fertilizers that will negatively affect the health of your palm. A recent study has shown that if the turfgrass near a palm has been fertilized with a

typical high N:K ratio turf fertilizer, the negative impacts can be prevented by fertilizing the area under the canopy of the palm with the no N or P 0N-0P₂O₅-16K₂O+6Mg fertilizer discussed above instead of the usual 8N-2P₂O₅-12K₂O+4Mg (Broschat 2015a). This approach may also be more cost effective than fertilizing the entire landscape with 8N-2P₂O₅-12K₂O+4Mg for mixed landscapes containing palms and turfgrass.

Treatment of Severe Deficiencies

Finally, while the palm maintenance fertilizer described above is suitable for prevention of all nutrient deficiencies and correction of mild to moderate deficiencies, what can be done to correct existing severe deficiencies? For severe N deficiency, this palm maintenance fertilizer will be adequate by itself, and re-greening of the foliage should occur within a month or two.

When applying K fertilizers to correct a severe K deficiency, it is important to also apply about 1/3 as much Mg to prevent a high K:Mg ratio from causing a Mg deficiency problem. For severely K-deficient landscape palms, broadcast a 3:1 blend of slow release potassium sulfate and prilled kieserite uniformly to the soil under the canopy at a rate of 1.5 lbs per 100 sq ft of canopy area. A slow release palm fertilizer like the 0N-0P₂O₅-16K₂O+6Mg mentioned above works well for this purpose and is more readily available than slow release potassium sulfate and kieserite. This application should be repeated in three months. Three and six months after that, a 1:1 mixture of the 0N-0P₂O₅-16K₂O+6Mg and a 8N-2P₂O₅-12K₂O+4Mg palm maintenance fertilizer should be substituted at the rate of 1.5 lbs of fertilizer per 100 sq ft of canopy area. After one year, use only the 8N-2P₂O₅-12K₂O+4Mg palm maintenance fertilizer at the same rate.

Treatment of K deficient palms typically requires from one to three years or longer, since the entire canopy of the palm will need to be replaced with new, symptom-free leaves. Potassium-deficient palms support fewer leaves in their canopies than K-sufficient palms, and the symptomatic older leaves will not be eliminated until a full, rounded canopy of leaves has been produced (Broschat and Gilman 2013). Removal of discolored older K-deficient leaves on a regular basis has been shown to accelerate the rate of decline from this disorder and can result in premature death of the palm (Broschat 1994).

Treatment of severely Mg-deficient palms can require a year or more and is accomplished by broadcasting a controlled-release magnesium source (prilled kieserite is an excellent

source) at rates of 2 to 5 pounds per tree 4 to 6 times per year to the area under the canopy. This treatment is to be considered as a supplement to regular applications of a balanced 8N-2P₂O₅-12K₂O+4Mg palm maintenance fertilizer. To reduce the potential for salt injury, Mg and maintenance fertilizer applications can be offset by six weeks.

For Mn-deficient palms, soil applications of manganese sulfate are effective, but spraying the foliage with this product may achieve more rapid, though short-term, results, especially on alkaline soils. This should be considered as a supplement to soil applications, not as a replacement. Manganese sulfate solutions to be applied to the foliage can be made by mixing 3 lbs of this product in 100 gals of water.

Soil application rates are dependent on palm species, soil type, and severity of Mn deficiency. These rates will range from as low as 8 oz for a small palm or one growing on an acid sand soil to 5 lbs for a large species growing on a limestone soil. Broadcast this product over the soil under the palm canopy. Applications can be repeated every 2 to 3 months, depending on the severity of the problem and soil type, but a response may not be seen until 3 to 6 months after applications. Avoid using composted sewage sludge or manure products near palms (Broschat 1991). Excessive Mn applications normally result in an induced Fe deficiency, with its characteristic new leaf chlorosis.

For treatment of Fe deficiencies, soil applications of iron sulfate are generally less effective than some of the chelated compounds such as FeDTPA, FeEDDHA, or FeHEEDTA, because free Fe⁺⁺ ions are rapidly oxidized under most soil conditions to the less soluble Fe⁺⁺⁺ form. On alkaline soils, FeEDDHA is the most effective product, followed by FeHEEDTA and FeDTPA (Broschat and Elliott 2005). FeDTPA is the most effective product for foliar application, but it is important to note that all of these chelates can be phytotoxic to palms and other plants when applied at high rates. Follow application guidelines on the label for these products. Keep in mind that most Fe fertilizers can cause brown staining, so take precautions to keep them away from non-target objects.

Fertilization to correct or prevent B deficiency in palms is problematic at this time. The most common B sources used on palms are water soluble sodium borates. In high rainfall climates, such as that of Florida, an application of water-soluble B can be completely leached out of the root zone with a single heavy rain shower. Slow release B fertilizers such as Granubor are an obvious solution to this problem because they release over a 3 to 4 month period (Broschat 2008). However, appropriate application rates for this product on

palms have yet to be determined. It is extremely important not to overdose palms with B fertilizers since the difference between deficiency and toxicity levels of B is rather small, and correction of a B toxicity caused by over-application of slow-release B fertilizers could be very difficult.

Current recommendations for correcting B deficiencies in palms are intentionally conservative because of the potential for toxicity. Dissolve about 2–4 oz of Solubor or Borax in 5 gallons of water and drench this into the soil under the palm canopy (Dickey 1977). Do not repeat this for at least 5 months because it will take this long to see the results of the first application.

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Not All Landscape Palm Fertilizers Are Created Equal¹

Timothy K. Broschat²

Palms are widely planted in Florida landscapes throughout the state, especially in the central and southern parts, for their aesthetic effects. Their bold leaf textures create a tropical or Mediterranean look that is highly desired by residents and tourists alike. However, palms have very high nutritional requirements (see *Nutrient Deficiencies of Landscape and Field-Grown Palms in Florida*, <http://www.edis.ifas.ufl.edu/ep273>), and deficiencies of any nutrient element can result in highly conspicuous and unattractive symptoms on their large leaves.

Sixteen elements are required by palms for normal growth: carbon (C), hydrogen (H), oxygen (O), nitrogen (N), phosphorus (P), potassium (K), calcium (Ca), magnesium (Mg), sulfur (S), iron (Fe), manganese (Mn), zinc (Zn), copper (Cu), boron (B), molybdenum (Mo), and chlorine (Cl). Of these, N, K, Mg, Fe, Mn, B, and occasionally P often are deficient in Florida's sandy, calcareous, and organic soils and must be added as fertilizers to prevent or correct deficiencies in landscape or field-grown palms (see *Fertilization of Field-Grown and Landscape Palms in Florida*, <http://www.edis.ifas.ufl.edu/ep261>). One of the problems encountered when fertilizing plants is that some nutrient elements are antagonistic to others, so that too much of one element could induce or exacerbate a deficiency of another.

The optimum amounts and ratios in fertilizers of the seven frequently deficient elements for landscape palms in Florida have been experimentally determined to be 8N-0 or 2P₂O₅-12K₂O-4Mg plus about 2% Mn and Fe (0.1-0.2% if

chelated), and 0.15% of B, Cu, and Zn (hereafter referred to as 8-2-12-4Mg), but note that 8-0-12-4Mg also is acceptable (Broschat 2009, 2015). However, just because a fertilizer has this analysis does not mean that it will be effective. The source of each individual element is just as important. Landscape fertilizers are mixtures or blends of 8 or more individual nutrient elements, and a number of different sources of each of these elements are available. Some of these sources are completely insoluble, some are slowly soluble or controlled release, and some are completely soluble. Thus a large number of possible combinations of these various elemental sources could be created. Some of these blends could do great things for your palms, some might do nothing at all, and some might induce or exacerbate deficiencies rather than correcting them and possibly kill the palm over time.

Plant nutrients must be in a water-soluble form for plant roots to be able to take them up, and their solubility often is regulated by soil pH. For example, the solubility, and thus plant availability, of micronutrients such as Fe and Mn drops off rapidly as pH increases (Lindsay 1972). Under these conditions, the most effective fertilizer sources for these elements are the most water-soluble ones. For Fe, Mn, Zn, and Cu, sulfates are commonly used and are effective, but chelates of Fe such as EDTA and DTPA are even more effective than the sulfate form (Broschat 1991; Broschat and Elliott 2005). Unfortunately, due to their lower costs, some fertilizer manufacturers use oxides or sucates (essentially molasses-coated oxides) of these elements. These compounds have been shown to be almost completely insoluble

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in neutral to alkaline soils, and even in acid soils they are solubilized so slowly that they do not provide adequate amounts of these elements to palms (Broschat 1991; Broschat and Elliott 2005).

On the other hand, many commonly used fertilizer sources of N, K, Mg, and B are highly soluble in water and are thus highly leachable through Florida's sand and calcareous soils which lack significant cation-exchange capacity. For these elements, slow-release (slowly soluble compounds) or controlled-release (coated soluble compounds) sources help keep these nutrients available to the plant over a longer period of time under leaching conditions (see *Controlled-Release and Slow-Release Fertilizers as Nutrient Management Tools*, <http://www.edis.ifas.ufl.edu/hs1255>). For difficult-to-treat deficiencies such as K deficiency, simply increasing the amount of water-soluble K applied has not been effective, since large amounts of water soluble K are just as quickly lost to leaching as are smaller amounts. The only way that K deficiency can be eliminated in most Florida landscape soils is through the use of controlled-release K sources like sulfur-coated potassium sulfate. While resin-coated fertilizers generally are considered to be superior to sulfur-coated materials, the release of K and Mg from resin-coated sulfates has been shown to be too slow to be effective, compared to N sources prepared with the same coating (Broschat and Moore 2007).

Since oxides and carbonates of Mg are too insoluble to be useful sources of Mg, and resin-coated magnesium sulfate releases Mg too slowly, the best controlled-release source available at this time is kieserite, a naturally-occurring, slowly soluble form of magnesium sulfate (Broschat 1997). While soluble forms of B such as Borax® or Solubor® have been used in blended fertilizers, their high solubility makes them readily leachable under typical Florida landscape conditions. Furthermore, these materials are powders that quickly settle to the bottom of the bag when blended with granular fertilizers. This means that fertilizer taken from the top of the bag could contain too little B, while that taken from the bottom of the bag could contain toxic amounts of B. Studies evaluating a number of slow-release forms of B have identified Granubor® as the best material for blending since it has a granular form and releases over a three-month period, like sulfur-coated potassium sulfate (Broschat 2008).

While it is important to have the correct ratios of the various elements in a blended palm fertilizer, if the wrong sources are used those ratios can change over time due to differential leaching of the more soluble components. For example, an 8-2-12-4Mg palm fertilizer having N in

controlled-release form but K in water-soluble form might initially have the correct N:K ratio, but over time the water-soluble K will be leached out of the root zone while the controlled-release N source continues to provide N to the palm. This N will stimulate new growth, but since there eventually will be no new K to support that new growth, the amount of K already in the palm will be diluted among a larger number of leaves, thereby reducing the concentration of K and resulting in more severe K deficiency symptoms than prior to fertilization. A similar situation could occur if the K source is controlled-release but the Mg source is water soluble. Over time, the water-soluble Mg will be leached out of the soil but K will still be available from its controlled-release source, upsetting the effective K:Mg ratio in the soil. Thus it is essential not only to provide the correct elemental ratios initially, but also over time by matching the release rates of the controlled-release sources of the N, K, Mg, and B (Broschat 2009).

How can you tell if you have an effective 8-2-12-4Mg palm fertilizer? Unfortunately, examination of fertilizer labels can be more misleading than helpful due to the terminology used and the types of testing done on fertilizers by state regulatory laboratories, all required by Florida fertilizer laws. For example, a fertilizer containing only coated N or K will appear on a Florida fertilizer label as being 100% water soluble due to the fact that water-soluble sources are enclosed within the coating and the coatings are crushed in the laboratory testing procedure.

Our research has shown that the most effective fertilizer has 100% of the N, K, Mg, and B sources in slow-release or controlled-release form and all of the Mn, Fe, Zn, and Cu sources should be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA) (Broschat 1991a, 1996, 1997, 2009; Broschat and Elliott 2005). To determine if a fertilizer contains the correct nutrient sources, examine the ingredients section of a fertilizer label (it may be called "derived from" or something to that effect). Look for any source of N, K, Mg, or B that is water soluble. If any are present, then 100% of those elemental sources cannot be slow release and thus the fertilizer does not meet our specifications. Although activated sewage sludge is considered a slow-release form of N, it should never be used in palm fertilizers as it can induce severe Mn deficiencies in palms and other ornamental plants (Broschat 1991b). For the remaining micronutrients, look for water-soluble sources such as sulfates or chelates, but avoid oxides or sucates if they are the sole or primary source of Mn and Fe. Table 1 lists the most effective sources

for the seven critical elements in Florida landscape palm fertilizers.

For Mg, it can be difficult to tell if the magnesium sulfate listed on the label is the slow-release form called kieserite (magnesium sulfate monohydrate) or the very soluble form known as Epsom salts (magnesium sulfate heptahydrate) unless the manufacturer indicates this somewhere on the label. If this information cannot be obtained from the manufacturer, a simple visual examination of the material will reveal the presence of kieserite, since it will constitute a significant proportion of the blend. Kieserite is creamy white and is the largest granule in the blend, making it very conspicuous (Figure 1).



Figure 1. A sample of an 8-2-12-4Mg landscape palm fertilizer showing the conspicuous granules of kieserite, a slow release form of magnesium sulfate.

Credits: T. K. Broschat, UF/IFAS

Similarly, it can be difficult to determine if a powdered, water-soluble form of B like Solubor® or Borax® is used or if the product contains the slowly soluble Granubor®. All of these materials are sodium borates, so one must inquire about which form is included if the label does not indicate the source.

Finally, it should be apparent from the above discussion that 8-2-12-4Mg palm fertilizers can be formulated in more than one way. Unfortunately, the most effective sources of most of the critical elements in palm fertilizers also are more expensive, so some fertilizer companies make products which superficially meet our specifications (e.g., have the correct analysis), but upon closer examination do not. They have substituted some or all of the required controlled-release N, K, Mg, or B with water-soluble sources and have used insoluble micronutrient sources like oxides or sucates to reduce costs. Thus if you request bids for the lowest-cost 8-2-12-4Mg palm fertilizer you likely will end up buying a formulation that will not be effective

and may make your palms look worse than if they had never been fertilized. **The only way to ensure that you will be getting an effective fertilizer is to specify that 100% of the N, K, Mg, and B sources are slow release and that the Mn, Fe, and other micronutrients are present in sulfate or chelated form.**

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Table 1. Effective fertilizer sources for blending Florida landscape palm fertilizers with three-month release rates.

| Element Recommended Sources ¹ | |
|---|---|
| N | Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde |
| P | Superphosphate, triple superphosphate, coated diammonium phosphate |
| K | Sulfur-coated potassium sulfate (may have additional polymer coating) |
| Mg | Kieserite (magnesium sulfate monohydrate) granules |
| Mn | Manganese sulfate |
| Fe | Iron sulfate, FeEDTA and/or FeDTPA |
| B | Granubor® (sodium borate) |
| ¹ Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005) | |



Client: 6319146

Printed on: 2/10/2022

Created on: 2/10/2022

Town of Highland Beach
Attn: Mr. Pat Roman
3616 South Ocean Boulevard
Highland Beach, FL 33487

Bartlett Tree Experts
Jonathan Frank - Representative
560 Northeast 42nd Court
Oakland Park, FL 33334

E-Mail Address: proman@highlandbeach.us
Mobile Phone: 561-856-2963

E-Mail Address: jfrank@bartlett.com
Business: 954-561-9514 x 6176

NOTICE TO CLIENT:

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

EXECUTIVE SUMMARY:

| Work Group | Recommendation | Number of Trees | Amount |
|---------------------------|-----------------------------------|-----------------|------------|
| Soil Care and Fertilizati | Soil Treatment | 100 | \$6,000.00 |
| | TOTAL FOR 'Soil Care and Fertiliz | 100 | \$6,000.00 |
| | TOTAL AMOUNT: | 100 | \$6,000.00 |

Soil Care and Fertilization:

Soil Treatment

| | |
|-----------------|---------------------|
| Species | Location |
| 100 Royal Palms | Town rights of ways |

Apply Bartlett Boost Palm Granular Blend 8-0-12, Micronutrient treatment, and pH Adjustment to the following plant and location to promote vitality and improve resistance to disease and stress.

- 100 Royal Palms located at the Town rights of ways

Provide 5 treatments at 1,200.00 per treatment.

Estimated Treatment Dates: 3/1/2022, 6/1/2022, 9/1/2022, 12/1/2022, 3/1/2023.

Total for 'Soil Care and Fertilization'

Amount: \$6,000.00

Client: 6319146

Printed on: 2/10/2022

Created on: 2/10/2022

Total Amount: \$6,000.00

SCHEDULE OF WORK PROPOSED:

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of 3/1/2022 and should be completed by 3/31/2023.

SCHEDULE OF PAYMENT:

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of: \$6,000.00

NOTICE OF RIGHT TO CANCEL:

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

ADDITIONAL TERMS AND CONDITIONS:

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at <cell phone>.

OFFER:

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature:



Date:

2/10/2022

Printed Name:

Jonathan Frank

Client: 6319146

Printed on: 2/10/2022

Created on: 2/10/2022

AUTHORIZATION TO PROCEED:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature:

Date:

Printed Name:



Client: 6319146

Printed on: 2/10/2022

Created on: 2/10/2022

Town of Highland Beach
Attn: Mr. Pat Roman
3616 South Ocean Boulevard
Highland Beach, FL 33487

Bartlett Tree Experts
Jonathan Frank - Representative
560 Northeast 42nd Court
Oakland Park, FL 33334

E-Mail Address: proman@highlandbeach.us
Mobile Phone: 561-856-2963

E-Mail Address: jfrank@bartlett.com
Business: 954-561-9514 x 6176

NOTICE TO CLIENT:

Bartlett Tree Experts has entered this property for the specific purpose of writing this proposal, pursuant to the owner's request. Bartlett Tree Experts makes no warranties and accepts no responsibility regarding the potential risks involving any trees on this property. Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions related to your trees and shrubs. THIS IS NOT AN INVOICE.

EXECUTIVE SUMMARY:

| Work Group | Recommendation | Number of Trees | Amount |
|---------------------------|-----------------------------------|-----------------|------------|
| Soil Care and Fertilizati | Soil Treatment | 100 | \$6,000.00 |
| | TOTAL FOR 'Soil Care and Fertiliz | 100 | \$6,000.00 |
| | TOTAL AMOUNT: | 100 | \$6,000.00 |

Soil Care and Fertilization:

Soil Treatment

| | |
|-----------------|---------------------|
| Species | Location |
| 100 Royal Palms | Town rights of ways |

Apply Bartlett Boost Palm Granular Blend 8-0-12, Micronutrient treatment, and pH Adjustment to the following plant and location to promote vitality and improve resistance to disease and stress.

- 100 Royal Palms located at the Town rights of ways

Provide 5 treatments at 1,200.00 per treatment.

Estimated Treatment Dates: 3/1/2022, 6/1/2022, 9/1/2022, 12/1/2022, 3/1/2023.

Total for 'Soil Care and Fertilization'

Amount: \$6,000.00

Client: 6319146

Printed on: 2/10/2022

Created on: 2/10/2022

Total Amount: \$6,000.00

SCHEDULE OF WORK PROPOSED:

Once accepted and scheduled, Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of the service or services offered.

Upon acceptance of this proposal, this work can be scheduled to take place during the week/weeks of 3/1/2022 and should be completed by 3/31/2023.

SCHEDULE OF PAYMENT:

Bartlett Tree Experts offers to perform the work specifications at the work location listed above at the following rates:

Owner agrees to pay a total price of: \$6,000.00

NOTICE OF RIGHT TO CANCEL:

You, the client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify Bartlett Tree Experts, in writing of your intent to do so, referencing the work location and project.

ADDITIONAL TERMS AND CONDITIONS:

After reviewing the terms and conditions attached, which become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. In the event that the client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. The original document should be retained for your reference. Should you have any questions or need further information, please contact me directly at <cell phone>.

OFFER:

Bartlett Tree Experts will perform the above referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

Bartlett Representative Signature:



Date:

2/10/2022

Printed Name:

Jonathan Frank

Client: 6319146

Printed on: 2/10/2022

Created on: 2/10/2022

AUTHORIZATION TO PROCEED:

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

Client's Signature:

Date:

Printed Name:

Highland Beach Bucket Tree Use Initial Research Findings

| HOA | HOA Contact Information | Property Management Contact | Feedback / Survey Participation Notes |
|--|--|---|--|
| Bel Lido | President: Ron Brown Tele. No.: 561-266-0299 Email: rdbrown1@aol.com | NA | Reached out to Mr. Ron Brown 3 times via email. Provided background information and survey link. No response as of 1/23/22 |
| Highlands Place (2901 S. Ocean Blvd.) | President: David Stern Tele. No.: 561-702-3655 Email: highlandplace@bellsouth.net | Heather Rubin Campbell Property Management 561-276-4722 HRubin@campbellproperty.com | Property manager shared survey with community after board approval. See survey results documents for more information. |
| Toscana (3701 S. Ocean Blvd.) | President: Bart Satsky Tele. No.: 973-985-7043 | Virgil Teca First Service Residential 561-272-2269 Virgil.teca@fsresidential.com | After multiple calls and emails inquiries was finally able to speak with Mr. Virgil Teca over the phone on Friday, 1/21/22. He verbally reported that his beach club attendants claim that the bucket tree is never utilized. He also shared that 3 of the of the 4 original buckets were missing, a fact that I confirmed myself by walking by. Was not sure if board would approve survey link distribution. |
| Trafalgar (2917 S. Ocean Blvd.) | President: Deborah Hurd Tele. No.: 561-706-7114 | Anna Thomas Castle Group 561-276-1949 athomas@castlegroup.com | Property manager shared survey with community after board approval. See survey results documents for more information. |

Highland Beach Bucket Tree Use

Please take a moment to complete the following questions regarding the use of the Highland Beach Bucket Tree found at your community. All responses are COMPLETELY CONFIDENTIAL and do not have any name(s) associated with them.

Survey Questions

Please indicate in which community you reside

Choose ▼

1. I am aware that there is a town sponsored bucket tree available on the beach access for my community. *

| | | | | | | |
|-------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------------|----------------|
| | 1 | 2 | 3 | 4 | 5 | |
| Strongly Disagree | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | Strongly Agree |

2. I understand the purpose of the town sponsored bucket tree on the beach access for my community. *

| | | | | | | |
|-------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------------------------|----------------|
| | 1 | 2 | 3 | 4 | 5 | |
| Strongly Disagree | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | Strongly Agree |

3. I have used the buckets on our bucket tree to collect trash on Highland Beach. *

1 2 3 4 5

Strongly Disagree ☐ ☐ ☐ ☒ ☐ Strongly Agree

4. I believe that the bucket tree program is a beneficial program that helps keep Highland Beach clean. *

1 2 3 4 5

Strongly Disagree ☐ ☐ ☐ ☐ ☒ Strongly Agree

5. I encourage others in my community to use the buckets found on the bucket tree. *

1 2 3 4 5

Strongly Disagree ☐ ☐ ☐ ☐ ☒ Strongly Agree

6. I would like to see additional bucket trees installed at other communities along the beach. *

1 2 3 4 5

Strongly Disagree ☐ ☐ ☐ ☐ ☒ Strongly Agree

Comments - anything else you would like to share

| Please indicate in which community you reside | 1. I am aware that there is a town sponsored bucket tree available on the beach access for my community. | 2. I understand the purpose of the town sponsored bucket tree on the beach access for my community. | 3. I have used the buckets on our bucket tree to collect trash on Highland Beach. | 4. I believe that the bucket tree program is a beneficial program that helps keep Highland Beach clean. | 5. I encourage others in my community to use the buckets found on the bucket tree. | 6. I would like to see additional bucket trees installed at other communities along the beach. | Comments - anything else you would like to share |
|---|--|---|---|---|--|--|--|
| Highlands Place | 5 | 5 | 4 | 5 | 5 | 5 | |
| Highlands Place | 5 | 5 | 2 | 1 | 1 | 1 | |
| Highlands Place | 2 | 1 | 1 | 1 | 3 | 1 | I have not seen one of the three buckets ever moved from the tree. So I can make an intelligent assumption that these buckets are not being used and therefore have not impact on the community. I never even knew what they were there for until this email.....just ugly buckets hanging on a "tree" in front of our unit. |
| Highlands Place | 5 | 5 | 1 | 5 | 5 | 5 | |
| Highlands Place | 5 | 5 | 5 | 5 | 5 | 5 | |
| Highlands Place | 5 | 5 | 1 | 3 | 1 | 3 | |
| Highlands Place | 5 | 5 | 1 | 5 | 1 | 5 | |
| Highlands Place | 5 | 5 | 1 | 1 | 1 | 1 | |
| Highlands Place | 5 | 5 | 5 | 5 | 5 | 5 | I would love to see representatives from buildings to spend 15 minutes to walk along beach and pick up trash on their walk and deposit in their buckets. |
| Highlands Place | 1 | 5 | 1 | 5 | 5 | 5 | Who empties the buckets? |
| Highlands Place | 1 | 2 | 1 | 3 | 3 | 4 | |
| Highlands Place | 5 | 5 | 1 | 5 | 5 | 5 | |
| Highlands Place | 5 | 5 | 5 | 5 | 5 | 5 | Really great initiative! |
| Trafalgar | 2 | 1 | 1 | 4 | 2 | 4 | A flyer that explains the program would be nice to hang in our mailroom. |
| | 5 | 5 | 1 | 5 | 1 | 5 | |
| Trafalgar | 1 | 1 | 1 | 3 | 3 | 3 | at trafalgar there is a garbage can adjacent to the tree-- as a result I do not believe I have seen anyone use the tree... |
| Trafalgar | 4 | 3 | 1 | 5 | 5 | 5 | |
| Trafalgar | 5 | 5 | 5 | 5 | 5 | 5 | Soooo much better than a baggy and with the nice trash receptacle their is great. Thank you |
| Trafalgar | 5 | 5 | 1 | 3 | 1 | 1 | We have a large garbage can right underneath the tree where everyone puts their garbage. So far Trafalgar it is unnecessary |
| Trafalgar | 5 | 5 | 5 | 5 | 5 | 5 | |
| Trafalgar | 5 | 4 | 2 | 5 | 5 | 5 | |
| | 5 | 4 | 5 | 5 | 5 | 5 | |
| Trafalgar | 4 | 5 | 5 | 5 | 1 | 5 | People may be hesitant to pick up trash with Covid circulating |
| Trafalgar | 5 | 5 | 5 | 5 | 5 | 5 | |
| Trafalgar | 4 | 4 | 4 | 4 | 3 | 3 | Please have gut removed at beach next to trafalgar it encroaches on trafalgars property and is an eyesore and blocks view of many residents. It is never used or maintained and doesn't belong at that location |
| Trafalgar | 5 | 5 | 5 | 5 | 5 | 5 | |
| Trafalgar | 1 | 1 | 1 | 1 | 1 | 1 | |
| Trafalgar | 2 | 2 | 2 | 3 | 3 | 3 | |
| Trafalgar | 5 | 5 | 5 | 5 | 5 | 5 | I love using the bucket when I clean up trash daily on the beach. I think having long handled tongs would be very helpful and much easier on my back. I am also wondering if along side of our garbage can there could be a recycling can as well. Thank you for your efforts in helping the environment. |

Highland Beach Bucket Tree Use

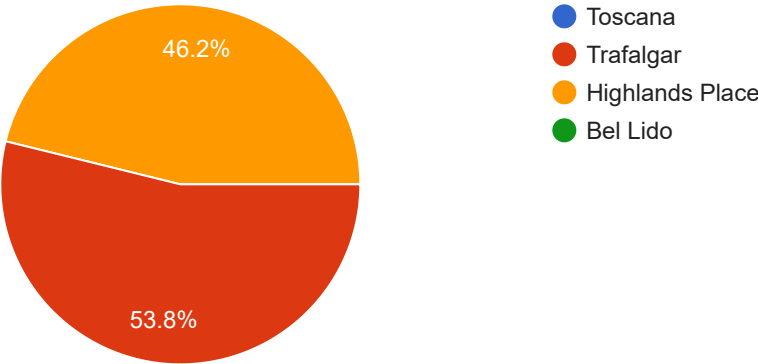
29 responses

[Publish analytics](#)

Survey Questions

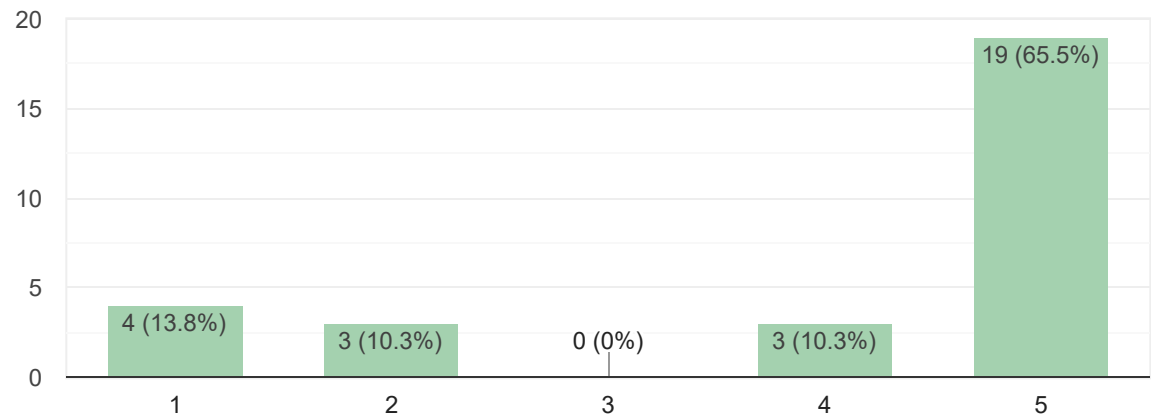
Please indicate in which community you reside

26 responses



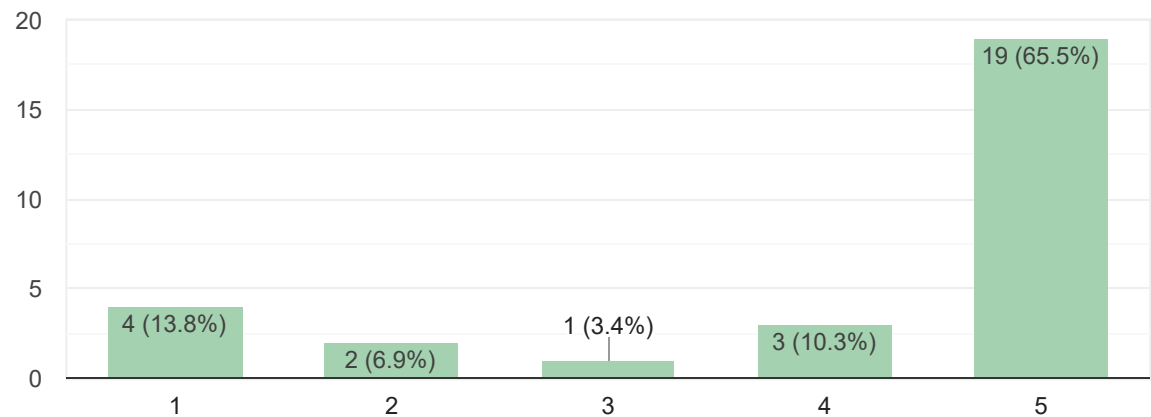
1. I am aware that there is a town sponsored bucket tree available on the beach access for my community.

29 responses



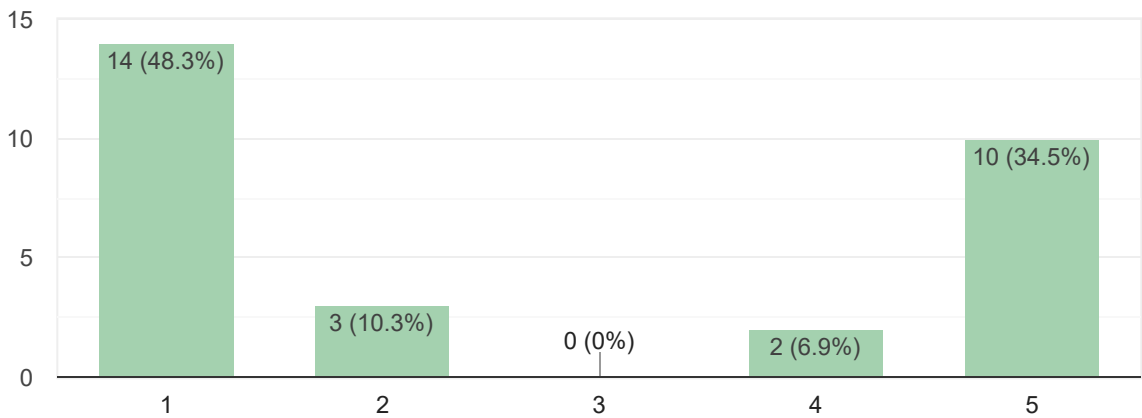
2. I understand the purpose of the town sponsored bucket tree on the beach access for my community.

29 responses



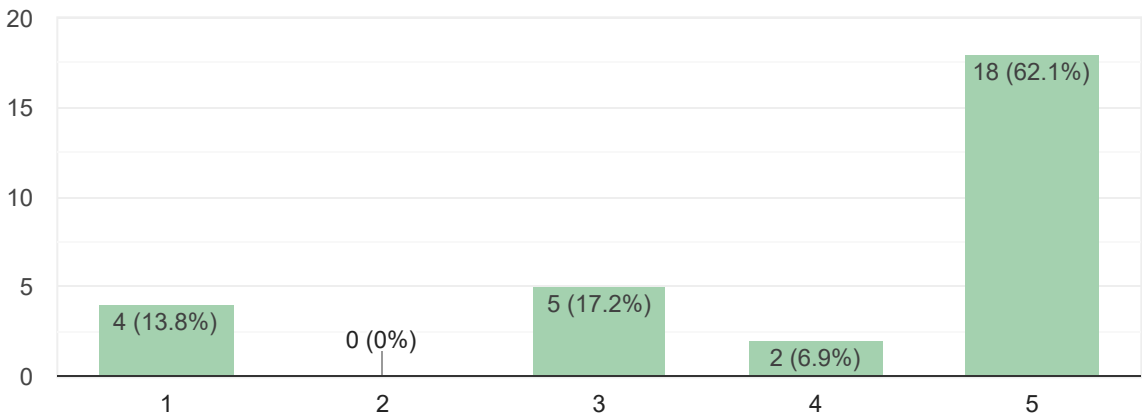
3. I have used the buckets on our bucket tree to collect trash on Highland Beach.

29 responses



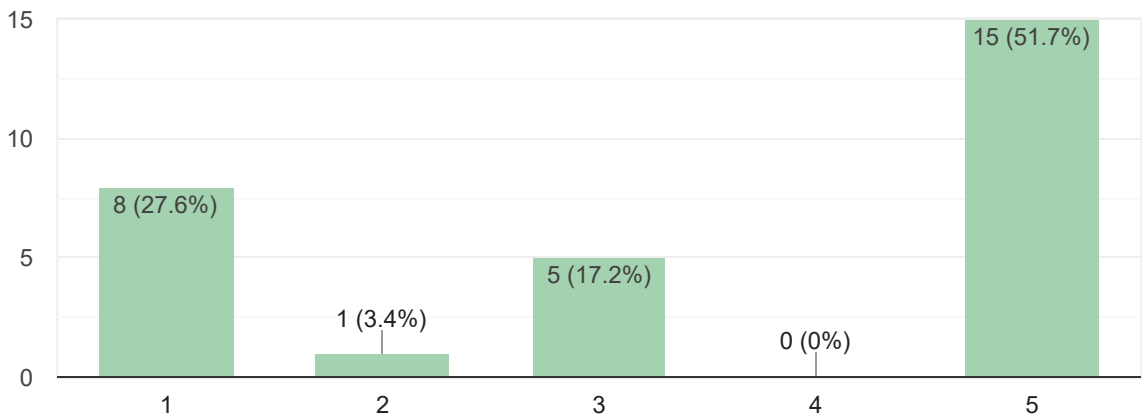
4. I believe that the bucket tree program is a beneficial program that helps keep Highland Beach clean.

29 responses



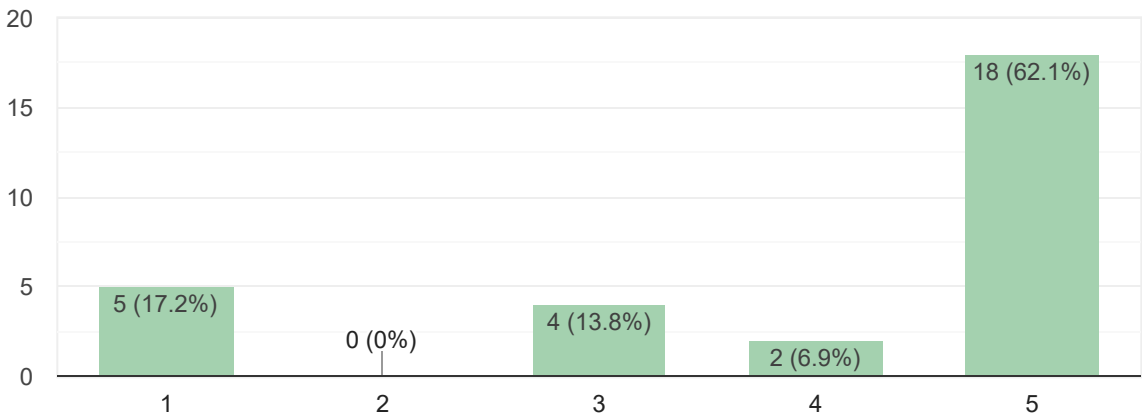
5. I encourage others in my community to use the buckets found on the bucket tree.

29 responses



6. I would like to see additional bucket trees installed at other communities along the beach.

29 responses



Comments - anything else you would like to share

11 responses

Soooo much better than a baggy and with the nice trash receptacle their is great.
Thank you

I love using the bucket when I clean up trash daily on the beach. I think having long handled tongs would be very helpful and much easier on my back.
I'm also wondering if along side of our garbage can there could be a recycling can as well. Thank you for your efforts in helping the environment.

at trafalgar there is a garbage can adjacent to the tree-- as a result I do not believe I have seen anyone use the tree...

People may be hesitant to pick up trash with Covid circulating

Please have gut removed at beach next to trafalgar it encroaches on trafalgars property and is an eyesore and blocks view of many residents. It is never used or maintained and doesn't belong at that location

A flyer that explains the program would be nice to hang in our mailroom.

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Google Forms

File Attachments for Item:

C. Approve and authorize the Mayor to execute an agreement with Energy Recovery, Inc. in the amount of \$127,950.00 to purchase replacement membrane turbos for the Water Treatment Plant.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 03/01/2022

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Approve and Authorize Town Staff to execute an agreement with Energy Recovery Inc. for the purchase of replacement membrane turbos for the Water Treatment Plant.

SUMMARY:

The adopted FY22 Water Department budget contains an appropriation of \$120,000 to replace the three (3) membrane turbos that are eighteen (18) years old and have been rebuilt once. Due to the constant exposure to salt air, constant usage, wear and tear, these turbos need to be replaced to improve reliability and plant efficiency before total failure occurs.

These LPT-250 turbos are used to boost the pressure to the second stage which allows the second stage membranes to work properly reducing the changes of scaling or fouling and produce the highest quality of water.

The replacement turnos match the existing turbos and are designed for these specific membrane trains, which will be purchased from Energy Recovery Inc., the sole manufacturer of these turbos for \$127,950.00.

Staff is recommending the use of the Article D. Direct Acquisition Procurements, (D)(i) Sole Source of the Town Purchasing Policy, to procure this product. Energy Recovery Inc., is the original and only manufacturer of the membrane turbos (sole source letter attached).

FISCAL IMPACT:

\$120,000.00 budgeted in Water Department Capital Outlay Account (401-535.000-564.000). Additional \$7,950.00 due to inflation, is available in the above mentioned account.

ATTACHMENTS:

Energy Recovery Inc. Technical & Commercial Proposal
Energy Recovery Sole Source Letter

RECOMMENDATION:

Commission approval.



| | |
|----------------------------------|-----------------|
| To / Robert Ailstock | From / ERI |
| Company / Town of Highland Beach | Date / 02/15/22 |
| Project Reference: Turbocharger | Ref No. / |
| Rev / 00 | Pages / 1 |
| Subject / Sole Source Letter | |

To whom may concern,

This is to certify that energy recovery inc is the original and only manufacturer of the LPT-250



Technical & Commercial Proposal
For
Highland Beach
BWRO plant update

JM-220208-012-00

February 9, 2022

1717 Doolittle Drive

San Leandro, California 94577 USA

Phone: +1 (786) 925-8500 Cel: +1 (510) 325-7412

www.energyrecovery.com



1717 Doolittle Drive
San Leandro, CA 94577
Phone: +1 510 483-7370
Fax: +1 510 483-7371
sales@energyrecovery.com
energyrecovery.com

To: Highland Beach
Attention
From: ERI

Date: 9-Feb-2022

Subject BWRO plant update
ERI Reference: JM-220208-012-00

Dear

Energy Recovery, Inc. is pleased to present this proposal for PX Pressure Exchanger technology equipment for the BWRO plant update. This quotation is based on information you supplied about the Project which was used in the enclosed Power Model spreadsheet to estimate the number of PX units required for a single seawater reverse osmosis (SWRO) train. Certain assumptions have been made in development of the Power Model that should be verified, including the high pressure pump and motor efficiencies and membrane differential pressure.

The following documents, attached, are part of this proposal: ERI Terms and Conditions of Sale, Return Material Agreement, Buyer's Operation and Maintenance Responsibilities, and Schedule of Field Service Charges. This proposal expires in thirty (30) days.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Juan Miguel Pinto
Sales Manager, Desalination Americas
Energy Recovery, Inc

Office: +1 786 925 8500
Mobile: +1 510 325 7412
jmpinto@energyrecovery.com
www.energyrecovery.com
Fluid Innovators®

COMMERCIAL PROPOSAL

Proposal ref. number JM-220208-012-00

| Price Listings | | # Units / Train | # RO trains | Discounted Unit Price | Total Qty of Units | Total Discounted Price |
|--------------------------------------|--|-----------------|-------------|-----------------------|--------------------|------------------------|
| Product | | | | | | |
| PX Assembly Model | | | | | | |
| LPT250 | | 1 | 3 | \$ 42,650.00 | 3 | \$ 127,950.00 |
| | | | | | | Discount Price |
| Total Price in US DOLLAR, EX-FACTORY | | | | | \$ | 127,950.00 |
| Shipping Cost | | | | | \$ | - |
| Insurance | | | | | \$ | - |
| Total Price INCOTERM + DESTINATION | | | | | \$ | 127,950.00 |

Delivery Time: (Lead Time starts counting upon the receipt of Signed Sales Order Confirmation.)

Turbocharger: "20-26" weeks

Terms of payment

 International Orders: Credit approval needed on credit terms other than L/C At Sight and Prepaid. Price does not include customs legalization, shipping (Unless agreed above), taxes, or duties. ERI standard packing is included. Orders processes but not taken possession of by Buyer by delivery date may be subject to warehousing fee or returned to inventory.

Notes

Please indicate quotation number on your P.O when you place the order.

Technical drawing of a Pressure TurboCharger, showing front and side views with dimensions and labels.

Labels:

- FEED IN $\phi 3.00"$
- FEED OUT $\phi 3.00"$
- CONCENTRATE IN $\phi 2.00"$

Dimensions (inches):

- Overall width: 16.250
- Overall height: 11.000
- Front view width segments: 4.875, 6.375, 5.000
- Front view height segments: 6.000, 7.000
- Side view width segments: 5.375, 5.375, 3.400, .640
- Side view height segments: 14.918, 8.918
- Other dimensions: 5.250, 2.875, 2.375, 15.918

Notes:

- 5.250 SM. VOLUTE NOT SHOWN
- 2.875 SM. VOLUTE NOT SHOWN
- (2.625 SM. VOLUTE NOT SHOWN)

| | |
|----------------------------|------------------------------------|
| Type | Brine driven feed pressure booster |
| Number of stages | 1 turbine, 1 pump |
| Feed piping connection | Victaulic Style 77 |
| Brine piping connection | Victaulic Style 77 |
| Max. working pressure | 600 psig |
| Hydro test pressure | 1.5 X Operating Pressure |
| Thrust/radial bearing type | Hydrostatic/Sleeve |
| Rotor balancing | Dynamic |

Materials (standard)

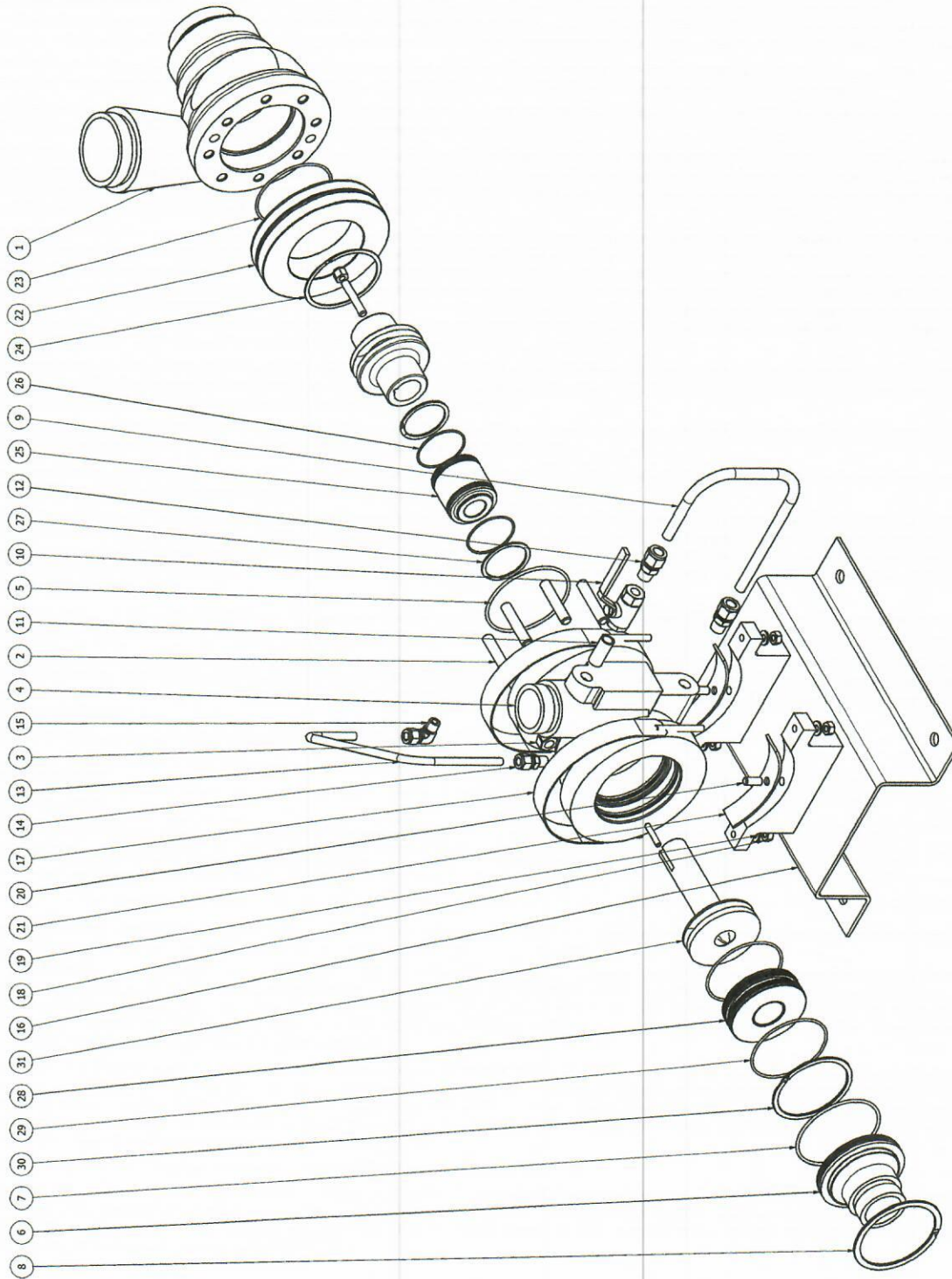
| | |
|-----------------------------|---|
| Casing | 316 stainless steel, (2205 optional) |
| Bolting | 316 stainless steel |
| Rotor | Alloy 2205 (UNS S31803) |
| Bearings (water lubricated) | Graphite (optional) |
| Estimated weight | 165 Lbs. |

Cust. _____
P.O. _____
S/N _____
Date _____

Energy Recovery, Inc.

NOTES:

1. INSTALL O-RINGS WITH APPROVED WATER BASED LUBRICANT
2. REFER TO OPERATIONS AND MAINTENANCE MANUAL FOR ASSEMBLY, DISASSEMBLY INSTRUCTIONS AND REQUIREMENTS



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| REV | DATE | DESCRIPTION |
|-----|------|-----------------|
| 1 | | INITIAL RELEASE |
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| PRODUCT | DRAWING STATUS |
|----------------------------|----------------|
| © 2011 ENERGY RECOVERY INC | SHOWN |



ENERGY RECOVERY, INC. STANDARD TERMS AND CONDITIONS

- Terms and Conditions.** These Terms and Conditions govern the sale of the Energy Recovery Inc. ("Seller") Products and Services stated in the Sales Order ("Order"). The Order and these Terms and Conditions constitute the entire agreement between Seller and the entity named in the Order ("Buyer"), and is referred to herein as the "Contract." The Contract supersedes all prior written or oral communications, representations or understandings between Buyer and Seller about the Products or Services. These terms of the Contract take precedence over and cancel any additional, differing, or conflicting terms and conditions of Buyer's purchase order or other writing or instrument of Buyer. Capitalized terms used but not defined herein have the meanings given them in the Order.
- Prices.** Product prices do not include fees for crating, insurance or shipping, unless stated otherwise in the Order. Buyer is liable for, and agrees to pay, taxes imposed by any governmental authority on this sale, including sales, use, excise, value-added, withholding or other taxes, duties or fees. Subject to Sections 5 and 6, all sales are final.
- Payment.** Unless Seller is notified in writing of otherwise from Buyer, Seller's invoice is deemed accepted ten (10) business days from the date of invoice. Payment shall be by bank wire transfer, letter of credit or other means acceptable to Seller. Seller may charge up to 1.5% interest per month on late payments.
- Shipping.** Shipments will be made Ex-Works Seller's facility, unless the Order states otherwise. Risk will pass in accordance with the agreed upon Incoterms and title will pass when risk is transferred from Seller to Buyer. Seller does not guarantee any lead time(s) or delivery date(s). All lead times and delivery dates set forth in this Contract or in any purchase order, sales confirmation, or other instrument delivered in connection with this Contract are estimates only, and are not binding on Seller. Seller will use reasonable efforts to deliver the Products in keeping with its estimated ship date, but does not guarantee shipping or delivery dates.
- Express Warranty.** Seller warrants to the first user of the Products that: (i) the ceramic components of its PX brand Products will conform to their specifications and be free of defects in material and workmanship for 60 months after the shipment date; (ii) other components of its PX brand Products will conform to their specifications and will be free of defects in material and workmanship for 30 months after the shipment date; (iii) Seller's turbochargers and parts will conform to their specifications and be free of defects in material and workmanship for 36 months after the shipment date; and; (iv) Seller's pump Products and parts will conform to their specifications and will be free of defects for 18 months after the shipment date. Repaired Products and components will be free of defects for the remaining period of the original warranty or 6 months after the shipment date, whichever is longer. This express warranty does not cover damage resulting from misuse, neglect, accident, alteration, acts of God or failure to follow the procedures and instructions specified in Seller's operations and maintenance manuals. Buyer, not Seller, is responsible for selecting materials and components that meet performance and safety requirements for a product's intended application.
- Limited Remedy.** Except where otherwise provided, Seller's sole obligation, and Buyer's sole and exclusive remedy, for any warranty or claim related to a Product or Service shall be for Seller, at its option, to repair or replace the Product or re-provide the Service; or, if the foregoing is not possible, to refund Buyer the amount paid to Seller for the applicable Product or Service. THE REMEDY SET FORTH IN THIS SECTION 6 IS EXCLUSIVE AND IS GRANTED IN LIEU OF ALL OTHER REMEDIES.
- Warranty Disclaimer.** OTHER THAN AS SET FORTH IN SECTION 5 SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE PRODUCTS OR SERVICES AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- Warranty Returns.** Warranty claims must be made in writing during the warranty period. Products believed to be defective must be shipped to Seller within 30 days of the written claim at Buyer's expense in accordance with Seller's Return Material Authorization Procedure.
- Service.** For applicable fees and expenses set forth in the Order or otherwise specified by Seller to Buyer from time to time, Seller will supervise the installation and commissioning of the Products and/or repair of the Products, as well as provide startup and training services with respect to the Products (collectively, the "Services" and each day on which the Services are performed, a "Service Day"). Any Service Days purchased by Buyer must be used by Buyer within eighteen (18) months after the shipment of the Products for which the Service Days have been purchased (the "Service Day Expiration Date"). Buyer will forfeit the right to receive any Services that are not scheduled prior to the Service Day Expiration Date. Seller assumes no responsibility for construction details or for the work of other companies or contractors.
- U.S. Export Compliance.** Buyer agrees not to export or re-export the Products to countries subject to embargoes or other U.S. trade sanctions, nor to prohibited or denied persons or entities in violation of applicable law. For more information, you may go to: <http://www.treas.gov/ofac/> and <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>.
- Suspension.** Buyer shall have the right to suspend the Order or otherwise delay delivery at any time between the date of placement of the Order and 30 days prior to the agreed delivery date provided delivery is delayed less than 60 days. If Buyer decides to delay shipment within the last 30 days prior to the agreed delivery date and/or if delivery at any time is postponed 60 days or more, Buyer shall reimburse the reasonable substantiated extra cost of storing, protecting and insuring the Products (if any), plus a fee equal to 2.5% of the total value of the corresponding Order for each month delivery is postponed ("Storage Fee").
- Cancellation.** Cancellations of Orders by Buyer shall be subject to a cancellation fee, which shall be as follows and shall be paid as a condition to such cancellation:

| Time of Cancellation | Cancellation Fee (expressed as a percentage of Total Contract Amount) |
|--|---|
| Prior to Procurement | 20% |
| During Procurement but prior to commencement of Machining and Assembly | 30% (or actual incurred costs plus 15% profit if greater than 30%) |
| During Machining and Assembly but prior to Product Completion | 60% (or actual incurred costs plus 15% profit if greater than 60%) |
| After Product Completion | 100% |

- Amendments/Changes to Purchase Order.** Neither Buyer nor Seller may amend or otherwise change a purchase order unless it is in writing and signed or approved by both parties. The parties acknowledge and agree that such amendment may result in Seller charging additional fees, costs or expenses to Buyer.
- Limited Liability.** EXCEPT FOR WILLFUL MISCONDUCT, FRAUD, PERSONAL INJURY OR DEATH, IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR SAVINGS, LOSS OF USE OF ANY PRODUCT OR SERVICE, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS SALES CONTRACT. SELLER'S MAXIMUM LIABILITY TO THE BUYER UNDER THIS SALE SHALL BE LIMITED TO THE PRICE BUYER PAID FOR THE PRODUCTS AND SERVICES. BUYER EXPRESSLY AGREES TO THE LIMITS ON SELLER'S LIABILITY IN THIS SECTION AND ACKNOWLEDGES THAT, WITHOUT ITS AGREEMENT TO THESE LIMITATIONS, THE PRICES FOR THE PRODUCTS AND SERVICES WOULD BE HIGHER.
- Confidentiality.** Each party agrees to hold in confidence Confidential Information disclosed to it by the other party and to use such information solely for the purpose of performing its obligations under these Terms and Conditions. "Confidential Information" means any plans, drawings, know-how, data, methods of operation or other technical or business information disclosed by one party to the other as part of the sale, but does not (or will cease to) include Information (i) that is or becomes publicly available or known through no fault of the receiving party, (ii) was rightfully known to the receiving party at the time of disclosure, (iii) was rightfully obtained from a third-party or (iv) is disclosed with the consent of the disclosing party. Breach of this term shall entitle the non-breaching party to injunctive and such other appropriate relief notwithstanding Section 14.
- Force Majeure.** See Addendum A, which is expressly incorporated herein by reference and agreed to by the parties.
- Governing Law/Disputes.** These Terms and Conditions and any dispute arising out of or related to this sale will be governed by the laws of the State of Delaware, U.S.A., excluding its conflict-of-law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute that cannot be resolved amicably shall be submitted to binding arbitration with the American Arbitration Association in San Francisco, California if the Buyer is located in North America, South America, Australia or New Zealand; or with the London Court of International Arbitration (LCIA) in London, United Kingdom if the Buyer is located elsewhere.

Buyer's Signature: _____
Name & Capacity: _____
Company Name: _____

Seller's Signature: _____
Name & Capacity: _____
Company Name: Energy Recovery, Inc.

ADDENDUM A

1. Force Majeure.

(a) If a Force Majeure Event prevents a party (the "Impacted Party") from complying with one or more obligations under this Contract (other than an obligation to pay money), exercising discretion under this Contract, or satisfying any conditions under this Contract, that inability to comply will not constitute a breach or result in any liability to the other party, and any time limits on that performance stated in this Contract will be suspended for the duration of that Force Majeure Event, if (1) the Impacted Party uses reasonable efforts to perform those obligations, (2) the Impacted Party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) the Impacted Party complies with its obligations under Section 1(c) below.

(b) For purposes of this Contract, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance. Without limiting the generality of the foregoing, the following events, if not caused by the Impacted Party, are Force Majeure Events: (1) floods, fires, earthquakes, tornadoes, tsunamis, storms, public health crises (including, without limitation, epidemics and pandemics), other acts of God, or explosions; (2) wars (whether or not declared), invasion, hostilities, terrorist threats or acts, riots or other civil unrest; (3) government order or law, actions, quarantines of any nature (including, without limitation, those imposed on vessels, jurisdictions, regions, communities, and other areas), travel restrictions, export or import restrictions, embargoes or blockades, in each case whether in effect on or after the date of this Contract; (4) action by any governmental authority, whether in effect on or after the date of this Contract; (5) national, regional, or local emergency as declared by a governmental authority with authority for the relevant jurisdiction, in each case whether in effect on or after the date of this Contract; (6) strikes, lockouts, labor stoppages or slowdowns or other industrial disturbances; and (7) failure of public utilities (including, without limitation, shortage of adequate power), common carriers or transportation facilities. In allocating the risk of delay or failure of performance of their respective obligations under this Contract, the parties have not taken into account the possible occurrence of any of the events listed above or any similar or dissimilar events beyond their control, irrespective of whether such listed, similar or dissimilar events were foreseeable as of the date of this Contract.

(c) If a Force Majeure Event occurs and prevents (or would reasonably be expected to prevent) the Impacted Party from complying with one or more obligations under this Contract, the Impacted Party shall promptly upon obtaining actual knowledge thereof notify the other party of occurrence of that Force Majeure Event, its effect (actual and reasonably expected) on performance, and how long the noncomplying party expects it to last. Thereafter, the Impacted Party shall update that information as reasonably necessary. During a Force Majeure Event, the Impacted Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

(d) If the Impacted Party's failure or delay remains uncured for a period of 180 consecutive days following written notice given by it under this Section 1, either party may thereafter terminate the Order upon written notice to the other party.

2. Additional Provisions. Notwithstanding anything else in this Contract to the contrary, the parties hereby agree as follows:

(a) Seller shall use commercially reasonable efforts to meet the delivery dates set forth in the Order, but shall not be subject to any penalties associating with late delivery for any reason, including, without limitation, the current COVID-19 pandemic or any circumstances arising therefrom.

(b) Each party acknowledges and agrees that Seller may be subject to directives, orders and recommendations by one or more governmental authorities to suspend, halt, shut down, or otherwise limit its operations because of the current COVID-19 pandemic or any circumstances arising therefrom, in each case whether in effect on or after the date of the Order. Buyer hereby agrees that Seller may at any time upon written notice to Buyer declare that the COVID-19 pandemic and/or other matters described in this Addendum A constitute one or more force majeure events under this Contract and that Buyer shall not challenge any such declaration.

File Attachments for Item:

D. Consideration of an Interlocal Agreement with Palm Beach County governing the use of the County regional opioid settlement funds.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 03/1/2022

SUBMITTED BY: Marshall Labadie, Town Manager

SUBJECT: Consideration of Interlocal Agreement with Palm Beach regarding Opioid Litigation

SUMMARY:

The State of Florida and many of its municipalities, including the Town of Highland Beach, have previously entered into Memorandum of Understanding ("MOU") governing the distribution of proceeds from settlements of litigation with various manufacturers and distributors of Opioids. The MOU allocates the settlement proceeds among three funds: the City/County fund; the Regional Fund; and the State. The Town's share of the City/County fund will not be affected by the proposed Interlocal Agreement with Palm Beach County ("ILA"). The ILA concerns the distribution of the Palm Beach County Regional fund. Under the MOU with the State, the Regional funds will be allocated to the Southeast Florida Behavioral Network, Inc., to be expended within Palm Beach County for abatement of the effects of the Opioid Epidemic, unless Palm Beach County is deemed a "Qualified County" to receive and expend the Regional funds. In order to become a Qualified County, Palm Beach County must enter into an agreement with municipalities whose aggregate populations total more than 50% of the municipal population in the county. In that event, the County will be entitled to receive and expend the Regional Funds for abatement activities within the County.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Palm Beach County ILA (incl. Exhibit B & C)

RECOMMENDATION:

Commission Approval

**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

EXHIBIT C

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

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 a 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.slemp@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.

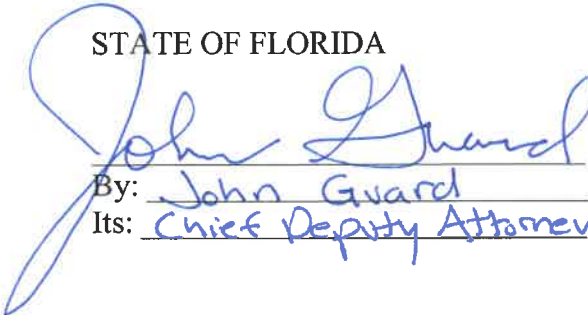
STATE OF FLORIDA

By: John Guard 11/15/2021
Its: Chief Deputy Attorney General DATED

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% |
| | Waldo | | 0.002988721299% |
| Baker | | 0.193173804130% | |
| | Baker County | | 0.169449240037% |
| | Glen St. Mary | | 0.000096234647% |
| | Macclenny | | 0.023628329446% |
| Bay | | 0.839656373312% | |
| | Bay County | | 0.508772605155% |
| | Callaway | | 0.024953825527% |
| | Lynn Haven | | 0.039205632015% |
| | Mexico Beach | | 0.005614292988% |
| | Panama City | | 0.155153855596% |
| | Panama City Beach | | 0.080897023117% |
| | Parker | | 0.008704696178% |
| | Springfield | | 0.016354442736% |
| Bradford | | 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% |

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|----------|--------------------|-----------------|-----------------|
| | 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% |

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|-----------|------------------|-----------------|-----------------|
| | 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% |

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| | 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% |

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| | 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% |

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|---------|-----------------|-----------------|-----------------|
| | 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% | |

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|------------|--------------------|-----------------|-----------------|
| | 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% |

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|------------|-------------------|-----------------|-----------------|
| | 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% |

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|------------|----------------------|-----------------|-----------------|
| | 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% |

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|----------|--------------------|-----------------|-----------------|
| | 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% |

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| | 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% |

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| | 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% |

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| | 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% |

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| | 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% |
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File Attachments for Item:

E. Fund Balance Policy Amendment: Assignment of Funds for the Establishment of the Fire Rescue Department

1. Resolution No. 2022-005

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending its Fund Balance policy to assign funds for the establishment of the Fire Rescue Department and increase the assignment amount for Disaster Recovery.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 03/1/2022

SUBMITTED BY: Marshall Labadie, Town Manager

SUBJECT: Fund Balance Policy Amendment: Assignment of Funds for the Establishment of the Fire Rescue Department

SUMMARY:

On February 15, 2022, Vice Mayor Moore presented her findings on fund balance research to the Commission. The Commission discussed the findings along with the January 27, 2022, Financial Advisory Board recommendation on fund balance use for the establishment of the Fire Rescue Department. After a thoughtful discussion, the Commission agreed to assign funds from the fund balance reserves for the establishment of the fire rescue department; however, they did not elect the final amount to assign. Attached is Resolution 22-005 amending the Fund Balance for the aforementioned purpose. The assignment amount selected for consideration is \$4.0 million which would leave \$1.9 million unassigned. Also, the policy was amended to increase disaster recovery from 8.3% to 16.7%.

FISCAL IMPACT:

Assignment Fund Balance Reserves: \$4.0 million

ATTACHMENTS:

Resolution 22-005

Amended Fund Balance Policy

RECOMMENDATION:

Commission Approval

EXHIBIT A – RESOLUTION NO. 22-005

TOWN OF HIGHLAND BEACH

as of March 1, 2022

FUND BALANCE POLICY FOR COMPLIANCE WITH GASB STATEMENT NO. 54

A. Fund Balance Policy

The Town hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board (GASB) Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions*. This Policy shall only apply to the Town's General Fund unless otherwise noted. Fund Balance shall be composed of restricted, committed, assigned, non-spendable, and unassigned amounts.

Fund Balance information is used to identify the available resources to repay long-term debt, stabilize property tax rates, add and/or expand governmental programs and services, , or protect and enhance the financial position of the Town, in accordance with policies established by the Town Commission.

B. Fund Type Definitions

The following definitions will be used in reporting activity in governmental funds of the Town. The Town may or may not report all fund types in any given reporting period based on actual circumstances and activity.

The general fund is used to account for all financial resources not accounted for and reported in another fund.

Special revenue funds are used to account and report the proceeds of *specific revenue sources* that are *restricted* or *committed* to expenditure for *specific purposes* other than debt service or capital projects.

Debt service funds are used to account for all financial resources restricted, committed, or assigned to expenditure for principal and interest.

Capital projects funds are used to account for all financial resources restricted, committed, or assigned to expenditure for the acquisition or construction of capital assets.

Permanent funds are used to account for resources restricted to the extent that only earnings, and not principal, may be used for purposes that support the Town's purposes.

C. Fund Balance Definitions

Fund Balance – The difference between fund assets and fund liabilities in the governmental funds balance sheet and is referred to as “fund equity”.

Non-Spendable Fund Balance – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (e.g., principal of an endowment fund)

Restricted Fund Balance – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors), or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers.

Committed Fund Balance – Amounts that can be used only for the specific purposes determined by a formal action of the Town Commission, the Town’s highest level of decision making authority. Commitments may be changed or lifted only by the Town Commission taking the same formal action.

Assigned Fund Balance – Amounts that the Town intends to use for a specific purpose; the intent shall be expressed by the Town Commission or may be delegated to the Town Manager.

Unassigned Fund Balance – The residual classification for the general fund and includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for general purposes.

D. Reservations of Fund Balance

1. Assigned Fund Balance- Budget Stabilization

The Town Commission hereby establishes the following assigned fund balance reserves in the General Fund:

a. Budget Stabilization

This assignment protects the general fund against cash flow shortfalls related to timing of projected revenue receipts. The targeted assignment amount shall be 16.7%, or two months of General Fund operating expenditures, net of funds set aside for reserves. The amount reserved shall be adjusted annually on October 1st with a transfer from the Unassigned Fund Balance.

2. Assigned Fund Balance- Disaster Recovery

a. Disaster Recovery

In order to provide the resources necessary to ensure continued operations and maintenance of services to the public, the Town shall assign a fund balance reserve for emergency preparedness in the General Fund. The targeted assignment amount shall be 16.7%, or two months of General Fund operating expenditures, net of funds set aside for reserves. The amount reserved shall be adjusted annually on October 1st with a transfer from the Unassigned Fund Balance.

3. Assigned Fund Balance – Public Safety Services

a. Establishment of Fire Rescue Department

This assignment provides funds to assist with the costs associated with the establishment and operation of the Highland Beach Fire Rescue Department. The funds may be utilized to reconstruct the existing fire station, procure fire response apparatus, recruit and train fire rescue personnel and purchase specialized fire rescue equipment. The fixed amount of the assignment is \$4,000,000 pursuant to Resolution 22-005. The assignment shall also include any funds received by the City of Delray Beach under the “True Up” provision of the existing Fire Rescue Services Contract.

E. Disbursement of Fund Balance Reserves

1. Disbursement of funds within the fund balance reserves shall be authorized by a resolution of the Town Commission and may be approved by inclusion in the approved annual budget (and amendments thereto), or shall be authorized pursuant to any ordinances, resolutions or procedures adopted by the Town Commission (such as the Town’s procurement code).
2. Prioritization of fund balance use – When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the Town to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the Town that committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

F. Annual Review and Determination of Fund Balance Reserve Amounts

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process, and the amounts of non-spendable, restricted, committed, and assigned fund balance shall be determined during this process.



Resolution No. 22-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING ITS FUND BALANCE POLICY TO ASSIGN FUNDS FOR THE ESTBALISHMENT OF THE FIRE RESCUE DEPARTMENT AND INCREASE THE ASSIGNMENT AMOUNT FOR DISASTER RECOVERY.

WHEREAS, the Governmental Accounting Standards issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, in order to clarify the meaning of fund balance on financial statements; and,

WHEREAS, the Town's reserve policies are based on sound fiscal principles and best practices designed to allow the Town to maintain continuity of operations in adverse conditions while being mindful of the fiduciary responsibility to taxpayers, both current and future generations; and,

WHEREAS, the Town realized that adequate fund balance levels are an essential component of the Town's overall financial management strategy and a key factor in external credit rating agencies' measurement of the Town's financial strength; and,

WHEREAS, the Town seeks to establish a fund balance policy that secures and maintains investment-grade credit ratings, provides adequate cash flow during natural disasters, emergencies or unanticipated expenditures, and mitigates budgetary risk associated with volatility in revenues or economic recessions; and

WHEREAS, the Town desires to amend its Fund Balance Policy for the General Fund to assign funds for the establishment of the Highland Beach Fire Rescue Department; and,

WHEREAS, the Town Commission finds it in the best interest of the Town and its residents to adopt this Fund Balance Policy, as amended, that is consistent with the GFOA best practices and GASB Statement No. 54; and,

WHEREAS, such a policy has been prepared and a copy thereof is attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this resolution.

Section 2: The Town Commission of the Town of Highland Beach hereby adopts the “Town of Highland Beach Fund Balance Policy for the General Fund”, attached hereto as “Exhibit A”, and directs the Town Manager to implement said policy.

Section 3: All Resolutions or parts of Resolutions, insofar as they are inconsistent or in conflict with the provisions of this Resolution, are hereby repealed.

Section 4: This Resolution shall take effect on March 1, 2022.

PASSED AND APPROVED THIS ____st DAY OF MARCH, 2022.

Douglas Hillman, Mayor

Natasha Moore, Vice Mayor

Evalyn David, Commissioner

Peggy Gossett-Seidman, Commissioner

John Shoemaker, Commissioner

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney