

Assignment of City of Clearwater City/County Funds from the Opioid Litigation
to the Pinellas County City/County Fund

This Assignment is hereby entered into this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Clearwater, a municipal corporation located in Pinellas County, Florida (the “Municipality”) and Pinellas County, Florida, a political subdivision of the State of Florida (the “County”) (collectively, the “Parties”).

Whereas, the State of Florida filed an action in Pasco County, Florida, and a number of Florida cities and counties, including Pinellas County and the City of Clearwater, also filed actions *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”); and

Whereas, the lawsuits filed by the County and Municipality were consolidated with other lawsuits filed by state, tribal and local government entities into the Opioid Litigation; and

Whereas, the Florida Memorandum of Understanding (the “Florida Plan”), which is attached hereto as Exhibit A, sets forth a framework of a unified plan for the proposed allocation and use of Opioid Funds received from the Opioid Litigation for certain Approved Purposes (Opioid Funds and Approved Purpose(s) shall have the same meaning as provided in the Florida Plan); and

Whereas, the State of Florida has entered into settlement agreements in the Opioid Litigation creating the City/County Fund (City/County Fund shall have the same meaning as provided in the Florida Plan); and

Whereas, separate payments of Opioid Funds were distributed directly to the Municipality and the County through the City/County Fund; and

Whereas, the Municipality continuing to receive a separate payment from the City/County Fund will require separate programs and reporting requirements by the Municipality which will be duplicative of those provided by the County; and

Whereas, the County currently provides and will continue providing opioid abatement services on a county-wide basis serving both incorporated and unincorporated areas, including within the Municipality, which is an Approved Purpose for the use of Opioid Funds; and

Whereas, the Municipality and the County agree that combining the funds the Municipality receives and has received through the City/County Fund with the funds received by the County through the City/County Fund to be used by the County for Approved Purposes provides the greatest benefit to the citizens of the Municipality and the County.

Whereas, at the time of this assignment the Municipality has submitted reporting to the State indicating zero expenses.

Whereas, the County did not include these funds from this assignment in their 2023 or 2024 reporting.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the Parties hereby agree as follows:

SECTION 1: RECITALS

The above recitals are true and correct and by reference incorporated herein.

SECTION 2: ASSIGNMENT OF FUNDS

The Municipality hereby assigns the Opioid Funds received prior to the execution of this Agreement and to be received by the Municipality, through the City/County Fund of the Opioid Litigation, to the County to be included in the County's City/County Fund to be used for Approved Purposes, less an administrative fee to the County, pursuant to the Florida Plan. The County agrees

to accept the funds assigned by the Municipality and to use the funds for Approved Purposes and satisfy any reporting requirements pursuant to the Florida Plan.

Any Opioid Funds received by the Municipality prior to the effective date of this Agreement will be remitted by the Municipality, within thirty (30) days of the effective date of this Assignment, to the County for use, accounting and reporting pursuant to this Agreement as if received directly from the State on behalf of the Municipality.

SECTION 3: ADMINISTRATIVE ACCOUNTING AND COSTS

Pursuant to the Florida Plan, the County is responsible for all accounting and reporting to the State required thereby and may retain no more than a 5% administrative fee from the assigned funds. During the first year of the assignment the County will retain for itself 5% of the assigned funds to cover costs of administration; in subsequent years, should the County determine that less than 5% of the assigned funds is sufficient to satisfy the costs of administration, the County will notify the City's City Manager of the amount to be retained.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Assignment on the Effective Date.

THE CITY OF CLEARWATER

PINELLAS COUNTY, FLORIDA

Jennifer Poirrier
City Manager

Barry A. Burton
County Administrator

ATTEST:

City Clerk