

**INTERLOCAL AGREEMENT GOVERNING USE OF PINELLAS COUNTY  
REGIONAL OPIOID SETTLEMENT FUNDS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and the City of St. Petersburg, the City of Pinellas Park, and the City of Clearwater, hereinafter referred to as the “Cities.”

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics (“opioids”) and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, Pinellas County and the municipalities therein are not immune from this nationwide crisis; and

WHEREAS, in June 2017, a collaborative body known as the Pinellas County Opioid Task Force, hereinafter “Opioid Task Force”, was created in response to the alarming increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Pinellas County; and

WHEREAS, in January 2018, the Opioid Task Force implemented a comprehensive strategic plan that efficiently guides community members and resources in order to confront the crises caused by the opioid epidemic; and

WHEREAS, the Opioid Task Force meets quarterly to study and analyze data related to the opioid epidemic and abatement programming; and

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programming to combat the opioid epidemic, to mitigate the harmful effects

of the opioid epidemic in the community, and to increase educational campaigns to counteract mis-information about the addictive nature and harmful effects of opioids; and

WHEREAS, the opioid crisis is as pronounced within Pinellas County and within certain municipalities within Pinellas County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

WHEREAS, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the “defendants”, to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

WHEREAS, four governmental entities in Pinellas County deemed the opioid crisis significant enough to secure litigation counsel and individually elect to file suit against the defendants to wit: the City of St. Petersburg, the City of Clearwater, the City of Pinellas Park (hereinafter referred to as the “MDL Cities”) and the County; and

WHEREAS, the lawsuits filed by the MDL Cities and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number 1:17-MD-2804; and

WHEREAS, as a result of this litigation, multiple defendants have begun to negotiate settlements; and

WHEREAS, the Attorney General for the State of Florida (hereinafter “Attorney General”) anticipates that Settlement funds will be distributed to the State of Florida over multiple years as

part of a global settlement, and not directly to the MDL Cities and County, despite their position as party plaintiffs; and

WHEREAS, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the “State MOU”), as currently drafted, divides settlement funds into three portions designated as City/County, Regional and State funds; and

WHEREAS, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The current draft of the State MOU is attached hereto as Exhibit A; and

WHEREAS, the parties recognize that local control over Settlement funds is in the best interest of all persons within the geographic boundaries of Pinellas County and ensures that Settlement funds are available and used to address opioid-related impacts within Pinellas County and are, therefore, committed to the County qualifying as a “Qualified County” and thereby receiving Regional funds pursuant to the State MOU; and

WHEREAS, the State MOU requires that in order for Pinellas County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Pinellas County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Pinellas County, with the term “Municipalities” being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data; and

WHEREAS, historically, government-funded programming geared toward abating the opioid crisis has been data driven based upon community impacts without regard to governmental jurisdictional boundaries; and

WHEREAS, the parties recognize that it is in the best interest of the County and the Cities to enter into this interlocal agreement to ensure Pinellas County is a “Qualified County” to receive Regional Funding pursuant to the State MOU.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the parties agree as follows:

**Section 1. DEFINITIONS**

- A. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and shall have the same meanings as in the State MOU.
- B. “Pinellas County Regional Funding” shall mean the amount of the Regional Funding paid to Pinellas County in its role as a Qualified County.

**Section 2. CONDITIONS PRECEDENT**

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Execution of this Agreement by the County and the governing bodies of the municipalities as required by the State MOU to enable Pinellas County to become a Qualified County and directly receive Pinellas County Regional Funding; and
- B. Execution of all documents necessary to effectuate the State MOU in its final form; and
- C. Pinellas County being determined by the State of Florida to qualify as a “Qualified County” to receive Regional Funding under the State MOU; and

D. Filing of this Agreement with the Clerk of the Circuit Court for Pinellas County as required by Florida Statutes, Section 163.01.

**Section 3. EXECUTION**

This Agreement may be signed in counterparts by the parties hereto.

**Section 4. TERM**

The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the State MOU, and will continue until one (1) year after the expenditure of all Pinellas County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement.

**Section 5. BOARD**

A. Pinellas County Regional Funding will be used in accordance with the requirements of the State MOU, and guidelines set forth by a board established by resolution of the Board of County Commissioners (hereinafter referred to as the “Opioid Abatement Funding Advisory Board”), which will include utilizing the Opioid Taskforce data and projections.

- i. Opioid Abatement Funding Advisory Board membership shall be comprised of the following members appointed for two-year terms:
  1. One member appointed by the City of St. Petersburg;
  2. One member appointed by the City of Pinellas Park;
  3. One member appointed by the City of Clearwater;

4. One member nominated by the County Administrator and appointed by the Board of County Commissioners;
  5. The Director of the Florida Department of Health in Pinellas County or designee or someone with subject matter expertise in public health or addiction, who is not and is not employed by a provider of opioid-related services in Pinellas County, and appointed by the four other members of the Opioid Abatement Funding Advisory Board if the Department of Health declines to participate.
- B. The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than quarterly and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its quarterly meeting to the Opioid Abatement Funding Advisory Board for review and consideration.
- C. The Opioid Abatement Funding Advisory Board shall establish bylaws and an annual process which must include the following:
- a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programming.
  - b. The Opioid Abatement Funding Advisory Board must review the programs and services of the beneficiaries of Pinellas County Regional Funds to determine

the outcome of such programs and services in order to hold beneficiaries accountable.

- c. The Opioid Abatement Funding Advisory Board must annually determine funding, programs, services, and location priorities for the upcoming year(s) (“Opioid Abatement Funding Advisory Board Priority List”).
- D. The County will perform competitive solicitations for programming and services based on the Opioid Abatement Funding Advisory Board Priority List in accordance with a centralized, county-wide competitive grant process similar to that which is attached as Exhibit B, and the Pinellas Litigating Governments will be provided the opportunity to participate in the review process.
- E. Pinellas County Regional Funding may be used to enhance current programs or develop new programs. Regional funding is not intended to supplant current funding sources and general funds, and County staff will continue to seek funding for opioid related abatement at the levels opioid abatement programs were funded as of the effective date of this agreement.
- F. Final Review recommendations will be approved by the Opioid Abatement Funding Advisory Board, who shall present recommendations to the BCC for approval. The BCC shall accept/approve Opioid Abatement Funding Advisory Board recommendations unless the BCC rejects such recommendations by a vote of at least five (5) of the seven (7) commissioners.
- G. The Opioid Abatement Funding Advisory Board and the BCC shall use its best efforts to fund services and programs that are available to all residents of Pinellas County and

shall strive to allocate funding and services in a manner that equally benefits all residents of Pinellas County.

#### **Section 6. ADMINISTRATIVE COSTS**

The County is responsible for administering the “Regional Funds” remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Pinellas County Regional Funds, and the remaining Pinellas County Regional Funds will be spent as provided in the State MOU and as provided herein.

#### **Section 7. LOCAL GOVERNMENT REPORTING REQUIREMENTS**

To the extent that local governmental entity receives Pinellas County Regional Funds directly from the County, any local governmental entity so receiving funds must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the MOU. Failure to comply with this provision may disqualify the local governmental entity from further direct receipt of Pinellas County Regional Funds.

#### **Section 8. NON-APPROPRIATION**

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget

and appropriate from Pinellas County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by the County for any or all of this Agreement for a new fiscal period, the County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be spent for programs previously proposed by the Opioid Abatement Funding Advisory Board and adopted by the BCC.

#### **Section 9. INDEMNIFICATION**

Each City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F.S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

#### **Section 10. SEVERABILITY**

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

**Section 11. AMENDMENTS TO AGREEMENT**

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

**Section 12. FILING OF AGREEMENT**

This Agreement shall be filed with the Clerk of the Circuit court as provided in Section 163.01(11), Florida Statutes.

**Section 13. GOVERNING LAW**

The laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
Mayor-Commissioner

By: \_\_\_\_\_  
City Manager

Approved as to form and  
legal sufficiency:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

CITY OF PINELLAS PARK, FLORIDA

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

CITY OF ST. PETERSBURG

ATTEST:

\_\_\_\_\_  
Clerk of City Council

\_\_\_\_\_  
By:

Approved as to form and substance:

\_\_\_\_\_  
City Attorney

PINELLAS COUNTY, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Barry A. Burton, County Administrator

Date: \_\_\_\_\_