

RESOLUTION NO. 2022 - 3426

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, RATIFYING THE APPROVAL AND EXECUTION OF THE OPIOID SETTLEMENT PARTICIPATION AGREEMENT, AND THE ASSIGNMENT OF THE CITY'S ALLOCATION OF THE OPIOID SETTLEMENT FUNDS TO MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sunny Isles Beach ("City") recognizes that Miami Dade County (the "County"), and the entire State of Florida, has suffered harm as a result of the opioid epidemic; and

**WHEREAS**, the State of Florida filed an action in Pasco County, Florida, and a number of Florida cities and counties also filed actions In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"), against various pharmaceutical companies; and

**WHEREAS**, the County was one of such counties and was therefore a litigant in the Opioid Litigation; and

**WHEREAS**, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed the Florida Memorandum of Understanding (the "Florida Plan") which sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and

**WHEREAS**, the State of Florida has agreed to resolve the litigation through settlement and other means in the Opioid Litigation, and to that end, established a City/County Fund (the "Local Fund") and Regional Fund for the disbursement of opioid settlement proceeds (the "Opioid Funds") among governments in Florida; and

**WHEREAS**, pursuant to the Florida Plan, separate payments are to be distributed directly to the cities through the Local Fund; and

**WHEREAS**, pursuant to the Florida Plan, the City is eligible to receive a combined total of approximately \$31,000.00 of the Opioid Funds, which amount would be paid over the course of 18 years; and

**WHEREAS**, the Opioid Funds can only be utilized for approved uses, such as opioid and substance abuse education, treatment and other related programs and services; and

**WHEREAS**, the City's receipt of a separate payment from the Local Fund will require separate programs and reporting requirements by the City; and

**WHEREAS**, the costs to the City of administering a program and complying with the reporting requirements for the use of the funds will exceed the City's annual allocation of Opioid Funds, which is estimated to be less than \$1,800 per year; and

**WHEREAS**, the City and the County agree that assigning the funds the City receives through the Local Fund to the County for Miami-Dade County to use to implement opioid abatement measures provides the greatest benefit to the citizens of the City and the residents of Miami-Dade County; and

**WHEREAS**, the City also believes that its residents will be better served by granting the funds it receives through the Local Fund to the County; and

**WHEREAS**, the addition of such funds to the County receives will provide the County with additional means to offer more robust and fulsome abatement measures; and

**WHEREAS**, if the City did not execute and submit the Settlement Participation Forms by October 1, 2022, the City's allocation of the Opioid Funds would be returned to the pharmaceutical companies; and

**WHEREAS**, based upon the foregoing, the City Commission wishes to ratify the execution of the various Settlement Participation Forms, and the Assignment, all of which are attached hereto as Exhibit "A".

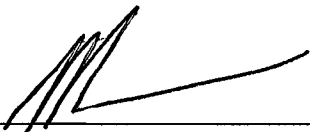
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AS FOLLOWS:**

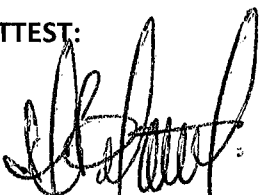
Section 1.     Ratification of the Settlement Participation Forms and the Assignment. The City Commission hereby ratifies the execution of the various Settlement Participation Forms, and the Assignment, all of which are attached hereto as Exhibit "A".

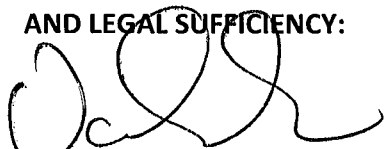
Section 2.     Authorization of City Manager. The City Manager is hereby authorized to do all things necessary to effectuate this Resolution.

Section 3.     Effective Date. This Resolution will become effective upon adoption.

**PASSED AND ADOPTED** on this 20<sup>th</sup> day of October 2022.

  
\_\_\_\_\_  
Dana Robin Goldman, Mayor

**ATTEST:**  
  
\_\_\_\_\_  
Mauricio Betancur, CMC, City Clerk

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**  
  
\_\_\_\_\_  
Edward A. Dion, City Attorney

Moved by: COMMISSIONER JOSEPH Seconded by: COMMISSIONER LAMA

**Vote:**

Mayor Goldman	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Viscarra	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Joseph	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Lama	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Stuyvesant	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

**Municipal Assignment of City/County Funds from  
the Opioid Litigation to the Regional Fund for Miami-Dade County's Use**

This Assignment is hereby entered into by and between the City of Sunny Isles Beach (the "City"), an incorporated municipality located in Miami-Dade County, Florida and Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County").

**RECITALS**

Whereas, the State of Florida filed an action in Pasco County, Florida, and a number of Florida Cities and Counties also filed actions *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"); and

Whereas, Miami-Dade County was one of such Counties and was also a litigant in the Opioid Litigation; and

Whereas, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and

Whereas, the State of Florida has agreed to resolve litigation through settlement and other means in the Opioid Litigation and established a City/County Fund and Regional Fund (City/County Fund and Regional Fund shall have the same meaning as provided in the Florida Plan) for the disbursement of funds among governments in Florida; and

Whereas, separate payments are to be distributed directly to the City through the City/County Fund; and

Whereas, receiving a separate payment from the City/County Fund will require separate programs and reporting requirements by the City; and

Whereas, the City and the County agree that assigning the funds the City receives through the City/County Fund to the County for Miami-Dade County to use to implement opioid abatement measures provides the greatest benefit to the citizens of the City and the residents of Miami-Dade County; and

Whereas, the City also believes that its residents will be better served by granting the funds it receives through the City/County Fund to the County; and

Whereas, the addition of such funds to the share of the Regional Fund the County receives, will provide the County with additional means to offer more robust and fulsome abatement measures,

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 are incorporated herein.

**SECTION 2: ASSIGNMENT OF FUNDS**

The City hereby assigns the funds to be received by it through the City/County Fund from the Opioid Litigation to the Regional Fund for Miami-Dade County's use. The County accepts the funds assigned by the City and will use the funds to implement opioid abatement pursuant to the terms and conditions of the relevant settlement agreement and the Florida Plan. The County agrees it shall be bound by and comply with the terms of each settlement agreement and the Florida Plan, including, but not limited to, all program and reporting requirements as if it, and not the City, was initially the designated recipient of such funding.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

**ATTEST:**

By:   
Mauricio Betancur  
CMC City Clerk

**City of Sunny Isles Beach**

By:   
Dana Robin Goldman, Mayor

Date: 9/27/2022

**Miami-Dade County**

By: \_\_\_\_\_  
Harvey Ruvlin  
Clerk of the Board

By: \_\_\_\_\_  
Daniella Levine Cava, Mayor

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



Exhibit D

Subdivision Settlement Participation Form

Governmental Entity: CITY OF SUNNY ISLES BEACH	State: FLORIDA
Authorized Official: CITY MANAGER	
Address 1: 14070 COLLINS	
Address 2:	
City, State, Zip: SUNNY ISLES BEACH, FL 33160	
Phone: (305) 792-1701	
Email: smorris@sibfi.net	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Allergan Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Allergan Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.



7. The Governmental Entity has the right to enforce those rights given to them in the Allergan Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Allergan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Allergan Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Allergan Settlement.
10. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

11. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: Stan Moris  
Name: STAN MORIS  
Title: CITY MANAGER  
Date: 9/27/2022  
(the "Execution Date of this Subdivision Settlement Participation Form")



Exhibit D

Subdivision Settlement Participation Form

Governmental Entity: <u>CITY OF SUNNY ISLES BEACH</u>	State: <u>FLORIDA</u>
Authorized Official: <u>CITY MANAGER</u>	
Address 1: <u>18070 COLLINS AVENUE</u>	
Address 2:	
City, State, Zip: <u>SUNNY ISLES BEACH, FL 33160</u>	
Phone: <u>(305) 792-1701</u>	
Email: <u>SMORRIS@SIBFL.NET</u>	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the CVS Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: Stan Morris

Name: STAN MORRIS

Title: CITY MANAGER

Date: 9/27/2022

(the "Execution Date of this Subdivision Settlement Participation Form")



Exhibit D

Subdivision Settlement Participation Form

Governmental Entity: CITY OF SUNNY ISLES BEACH	State: FLORIDA
Authorized Official: CITY MANAGER	
Address 1: 18070 COLLINS AVENUE	
Address 2:	
City, State, Zip: SUNNY ISLES BEACH, FL 33160	
Phone: (305) 792-1701	
Email: SMORRIS@SIBFL.NET	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated January 15, 2022 (“*Endo Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Endo Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Endo Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Endo Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Endo Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Endo Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the Endo Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Endo Settlement.



7. The Governmental Entity has the right to enforce those rights given to them in the Endo Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Endo Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Endo Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Endo Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Endo Settlement.
10. In connection with the releases provided for in the Endo Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Endo Settlement.

11. Nothing herein is intended to modify in any way the terms of the Endo Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Endo Settlement in any respect, the Endo Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: Stan Morris

Name: STAN MORRIS

Title: CITY MANAGER

Date: 9/27/2022

(the "Execution Date of this Subdivision Settlement Participation Form")



Exhibit D

Subdivision Settlement Participation Form

Governmental Entity: CITY OF SUNNY ISLES BEACH	State: FLORIDA
Authorized Official: CITY MANAGER	
Address 1: 18070 COLLINS AVENUE	
Address 2:	
City, State, Zip: SUNNY ISLES BEACH, FL 33160	
Phone: (305) 792-1701	
Email: smorris@sibfl.net	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Teva Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Teva Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the Teva Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Teva Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Teva Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Teva Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Teva Settlement.
10. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

11. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: Stan Morris

Name: STAN MORRIS

Title: CITY MANAGER

Date: 9/27/2022

(the "Execution Date of this Subdivision Settlement Participation Form")



EXHIBIT D.

SUBDIVISION SETTLEMENT PARTICIPATION FORM

Governmental Entity: <b>SUNNY ISLES BEACH</b>	State: <b>FLORIDA</b>
Authorized Official: <b>CITY MANAGER</b>	
Address 1: <b>18070 COLLINS AVENUE</b>	
Address 2:	
City, State, Zip: <b>SUNNY ISLES BEACH, FL 33160</b>	
Phone: <b>(305) 792-1701</b>	
Email: <b>smorris@si.bl.net</b>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated May 4, 2022 (“*Walgreens Settlement*”),<sup>1</sup> and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement.

<sup>1</sup> The defined terms in the Walgreens Settlement shall have the same meaning in this Subdivision Settlement Participation Form.



7. The Governmental Entity has the right to enforce those rights given to it in the Walgreens Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision

Settlement Participation Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: Stan Morris

Name: STAN MORRIS

Title: CITY MANAGER

Date: 9/27/2022

(the "Execution Date of this Subdivision Settlement Participation Form")



**EXHIBIT K**

**Settlement Participation Form**

Governmental Entity: <u>CITY OF SUNNY ISLES BEACH</u>	State: <u>FLORIDA</u>
Authorized Official: <u>CITY MANAGER</u>	
Address 1: <u>18070 COLLINS AVENUE</u>	
Address 2:	
City, State, Zip: <u>SUNNY ISLES BEACH, FL 33160</u>	
Phone: <u>(305) 792-1701</u>	
Email: <u>SMORRIS@SIBFL.NET</u>	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: Stan Morris  
Name: STAN MORRIS  
Title: CITY MANAGER  
Date: 9/27/2022



**EXHIBIT K**

**Subdivision Settlement Participation Form**

Governmental Entity: <b>CITY OF SUNNY ISLES BEACH</b>	State: <b>FLORIDA</b>
Authorized Official: <b>CITY MANAGER</b>	
Address 1: <b>18070 COLLINS AVENUE</b>	
Address 2:	
City, State, Zip: <b>SUNNY ISLES BEACH, FL 33160</b>	
Phone: <b>(305) 792-1901</b>	
Email: <b>smorris@sibfl.net</b>	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.



7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: Stan Morris  
Name: STAN MORRIS  
Title: CITY MANAGER  
Date: 9/27/2022





## City of Sunny Isles Beach

18070 Collins Avenue  
Sunny Isles Beach, Florida 33160

(305) 947-0606 City Hall  
(305) 949-3113 Fax

### MEMORANDUM

**TO:** Honorable Mayor and City Commissioners

**FROM:** Stan Morris, City Manager

**DATE:** October 20, 2022

**RE:** Ratifying the National and Florida Opioid Settlement Participation Agreement.

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#### **RECOMMENDATION:**

Staff recommends approval of this Resolution.

#### **REASONS:**

The State of Florida filed an action in Pasco County, Florida, as did a number of Florida cities and counties, known as In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"), against various pharmaceutical companies. As a result of the Opioid Litigation, the City was eligible to receive a total of approximately \$31,000 from the National and Florida Settlements, to be paid over the course of 18 years. The settlement funds are restricted and can only be used for Opioid Remediation. Were the City to accept the funds, the City would have to expend significant resources to implement an Opioid Remediation program and meet the reporting requirements tied to the use of the funds. The amount the City is designated to receive would not cover all of the costs for staffing and administration of an Opioid Remediation program. Miami-Dade County requested, and the City agreed, that assigning the funds the City receives to Miami-Dade County for use in the implementation of the County's opioid abatement measures provides the greatest benefit to the citizens of the City. As a result of the assignment, the County will be responsible for utilizing the funds for the authorized purposes and meeting all associated reporting requirements, while also utilizing the additional funds to offer more robust and fulsome abatement measures throughout the County, inclusive of the City.

The completed participation forms had to be submitted by October 1, 2022. As a result, I am now

**Item Number: 10.O**

requesting that the various participation agreements and assignment be ratified.

**ADDITIONAL INFORMATION:**

The City's total allocation is approximately \$31,000 over 18 years (less than \$1,800 per year), and the funds can only be used for Opioid Remediation. The City will agree to assign its allocation of funding to Miami Dade County, which will be responsible for utilizing the funds for the authorized purposes and meeting all associated reporting requirements.

If the City declines to participate, the funds allocated to the City will be returned to the Defendants (i.e., the pharmaceutical companies).

**ATTACHMENTS:**

Resolution

Settlement Participation Form (CVS)

Settlement Participation Form (Walgreens)

Settlement Participation Form (Allergen)

Settlement Participation Form (Endo)

Settlement Participation Form (Janssen)

Settlement Participation Form (Teva)

Distributor Settlement Agreement

Municipal Assignment of Funds