

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

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into, by and between Pasco County, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and the City of New Port Richey, hereinafter referred to as the “City.”

Witnesseth

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

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programing 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 Pasco County and within certain municipalities within Pasco 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 the defendants 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, the City of New Port Richey, a municipality within Pasco County, deemed the opioid crisis significant enough to secure litigation counsel and individually filed suit against the defendants; and

WHEREAS, the lawsuit filed by New Port Richey 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 (hereinafter “MDL Litigation”); and

WHEREAS, as a result of the MDL 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 Litigation plaintiffs, 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 Pasco County’s Resolution 21-250 approving in concept the State MOU is attached as Exhibit B, both Exhibit A and Exhibit are incorporated herein by reference; and

WHEREAS, the parties recognize that local control over Settlement funds is in the best interest of all persons within the geographic boundaries of Pasco County and ensures that Settlement funds are available and used to address opioid-related impacts within Pasco 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 Pasco County to become a “Qualified County” eligible to receive Regional Funding, there must be an interlocal agreement among Pasco County and a “majority” of the “Municipalities” as those terms are defined in the State MOU; 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 Pasco County is a “Qualified County” to receive Regional Funding pursuant to the State MOU;

WHEREAS, Pasco County and the City of New Port Richey have filed suit against some manufacturers and distributors of opioids; the Florida Attorney General has also filed suit; and

WHEREAS, in August 2021, the Pasco County Board of County Commissioners created by resolution a collaborative body to be known as the Pasco County Opioid Task Force to serve in the capacity as an advisory board to the County Commission regarding the expenditure of any settlement awards resulting from the litigation to enable it to utilize any such funds to best serve all citizens within the geographic boundaries of Pasco County; and

WHEREAS, municipalities within the geographical boundaries of Pasco County will have a representative on the Opioid Task Force (alternating two-year terms by a representative of the

two largest Municipalities as defined in the MOU), and will therefore have a “voice” in the creation of an abatement plan to identify current programs and strategies being used to address the opioid epidemic and provide treatment to our citizens, and to effectively allocate any Regional settlement funds received by Pasco County in its role as a “Qualified County” that may result from the litigation, to best serve all citizens within the geographic boundaries of Pasco County; and

WHEREAS, the Opioid Task Force will meet at least quarterly to study and analyze data related to the opioid epidemic and evaluate existing and future uses of any settlement funds recovered from the litigation.

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. “Pasco County Regional Funding” shall mean the amount of the Regional Funding paid to Pasco 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 Pasco County to become a Qualified County and directly receive Pasco County Regional Funding; and
- B. Execution of all documents necessary to effectuate the State MOU in its final form; and
- C. Pasco 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 Pasco County as required by Florida Statutes, Section 163.01.

Section 3. EXECUTION

This Interlocal Agreement may be executed in multiple counterparts, all of which taken together shall constitute the document.

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 Pasco 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. USE OF SETTLEMENT PROCEEDS

Pasco County Regional Funding will be used in accordance with the requirements of the State MOU, which will include consideration of the abatement strategic plan developed by and recommendations of the Opioid Task Force.

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 Task Force 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 Pasco County Regional Funds, and the remaining Pasco County Regional Funds will be spent as provided in the State MOU and as provided herein.

Section 7. LOCAL GOVERNMENT SPENDING AND REPORTING REQUIREMENTS

To the extent that local governmental entity receives Pasco 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 Pasco County Regional Funds. Pasco County, in its role as Qualified County receiving Regional Funds that are appropriated for use by another local governmental entity, is merely a “pass-through” vehicle for such funds, and the responsibility to spend Regional Funds received on eligible programs and expenses is that of the receiving local government and not Pasco County, Florida.

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. 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 Pasco 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 from expected settlement funds. If Regional 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 Regional 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 Task Force and adopted by the BCC.

Section 9. INDEMNIFICATION

The 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. Pasco County, Florida, is not responsible for the failure of the City to spend funds for Approved Purposes and in accordance with the allocation of such funds by Pasco County in its role as a Qualified County. To the extent allowed by law, the City indemnifies and will defend Pasco County, Florida, with respect to any legal challenge of any nature related to the City's receipt and/or use of settlement funds, including any Regional Funds received by the City through and/or from Pasco County.

Section 10. SEVERABILITY

If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the further application of such terms or provision, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11. AMENDMENTS TO AGREEMENT

This Agreement, or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each participating jurisdiction. This Agreement, or any amendment thereto, shall be deemed adopted upon the date of execution by each authorized representative and filing in the official records of Pasco County Florida.

Section 12. FILING OF AGREEMENT

This Interlocal Agreement shall be filed by the County in the official records of Pasco County, Florida, within ten (10) days of its execution by all parties hereto.

Section 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce the Agreement shall be held in the Sixth Judicial Circuit in and for Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity, or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14. COMPLETE AGREEMENT; MODIFICATIONS TO AGREEMENT

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Agreement may be modified, superseded, or otherwise altered, except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on their behalf by their respective representatives, each such representative having been first duly authorized so to act as of the date of execution of this Agreement which is effective the last day and year entered below.

NEW PORT RICHEY

By: _____
AUTHORIZED SIGNATORY

ATTEST:

CITY CLERK

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA**

**NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER**

RONALD E. OAKLEY, CHAIRMAN