

RESOLUTION NO. 2025-

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA,
APPROVING AN ASSIGNMENT AGREEMENT WITH
MIAMI-DADE COUNTY FOR THE ASSIGNMENT OF THE
VILLAGE'S SHARE OF OPIOID LITIGATION SETTLEMENT
PROCEEDS TO THE MIAMI-DADE COUNTY REGIONAL
FUND; PROVIDING FOR AUTHORIZATION; PROVIDING
FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on September 16, 2021, the Village of Pinecrest (the "Village") Council adopted Resolution No. 2021-65, approving a Florida Memorandum of Understanding ("MOU") in order to participate in the unified plan and framework for the proposed allocation of the opioid settlement proceeds resulting from the action captioned *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Funds"); and

WHEREAS, the Florida Opioid Allocation and Statewide Response Agreement ("Allocation Agreement") sets forth the framework for the allocation and use of settlement proceeds from the Opioid Litigation or related matters; and

WHEREAS, on January 11, 2022, the Village Council adopted Resolution No. 2022-6 approving an interlocal agreement with Miami-Dade County ("County") that governs the administration and distribution of Opioid Funds allocated to the County Regional Fund; and

WHEREAS, the County has proposed entering into an assignment agreement with the Village, attached hereto as Exhibit "A" (the "Agreement"), that would provide for the

assignment of the Village's share of Opioid Funds to the County for use in implementing opioid abatement measures pursuant to the terms and conditions of any applicable settlement agreements; and

WHEREAS, the Village Council desires to approve and authorize the execution of the Agreement, in substantially the form attached hereto as Exhibit "A," to assign the Village's share of Opioid Funds to the County; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Council hereby approves the Agreement, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Council hereby authorizes the Village Manager to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to the approval of the Village Attorney as to form, content, and legal sufficiency. The Village Manager is further authorized to execute any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution and the Agreement.

Section 5. Transmittal. That the Village Council hereby directs the Village Clerk to transmit a copy of this Resolution to the County Mayor.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 11th day of February, 2025.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda

**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 [INSERT CITY/COUNTY NAME] (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, against certain pharmaceutical supply chain participants, including manufacturers and distributors of opioids; and

Whereas, a number of cities and counties throughout the State, including Miami-Dade County, filed similar actions in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) against some of the same pharmaceutical supply chain participants; and

Whereas, the State of Florida has agreed to resolve its litigation and encouraged local governments throughout the State to resolve their claims in the Opioid Litigation or risk the imposition of a judicial or legislative bar to continued litigation; and

Whereas, the Florida Opioid Allocation and Statewide Response Agreement (“Allocation Agreement”) sets forth the framework for the allocation and use of settlement proceeds from the Opioid Litigation or related matters; and

Whereas, pursuant to the Allocation Agreement, a City/County Fund and Regional Fund (“City/County Fund” and “Regional Fund” shall have the same meaning as provided in the Allocation Agreement) were established for the disbursement of settlement proceeds from the Opioid Litigation or related matters among local governments throughout the State of Florida; and

Whereas, the City is slated to receive direct payments from the City/County Fund; and

Whereas, pursuant to the Allocation Agreement, the City will be required to comply with reporting requirements prescribed therein and could also be required to institute new programs in exchange for said payments; and

Whereas, the City and the County agree that assigning the funds that the City receives through the City/County Fund and Regional Fund, if applicable, to the County for the County to implement opioid abatement measures provides the greatest benefit to the City and County; and

Whereas, the City also believes that its residents will be better served by assigning the funds it receives through the City/County Fund and Regional Fund, if applicable, 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 opioid 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 allocated to the City through the City/County Fund and Regional Fund, if applicable, from the Opioid Litigation or any related matter to the Regional Fund for Miami-Dade County's use. The County accepts the funds assigned by the City and will use said funds to implement opioid abatement measures pursuant to the terms and conditions of any applicable settlement agreement in or related to the Opioid Litigation and the Allocation Agreement.

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

ATTEST:

Miami-Dade County

[INSERT CITY/COUNTY NAME], FLORIDA

By: _____
Daniella Levine Cava, Mayor

By: _____

Printed Name and Title

Date: _____

Date: _____

[INSERT CLERK NAME]

CLERK TO THE BOARD

By: _____
Clerk/Deputy Clerk