
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

May 02, 2022 at 6:00 PM

Venue: City Hall

AGENDA

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda

Events Prior to Meeting

5:45 PM Community Redevelopment Agency (CRA) Meeting

Pledge of Allegiance

Invocation - Mayor Stephen Witt

Roll Call

Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.

As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.

Proclamations

- [1.](#) Building Safety Month - May 2022
- [2.](#) Municipal Clerks Week - May 1 - 7, 2022

Minutes

- [3.](#) April 11, 2022 Special Session

- [4.](#) April 18, 2022 Regular Session
- [5.](#) April 26, 2022 Special Session

Approval of Agenda

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

- [6.](#) Approval to award Bid (ITB-012-2022) for Purchase of Pipe and Fittings for Disc Filter System Project to Lanier Municipal Supply Co. Inc., the sole bidder for \$101,175.55.
- [7.](#) Approval to identify \$268,000.00 in ARPA funds as the funding source for City Council Resolution No. 2021-150.

History: Bell Street Wastewater Improvement Project and 5A Water Main Project. Both projects were approved by City Council on October 18, 2021 via City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150. At the time of the October 18, 2021 approval, funding was not identified. On February 22, 2022 a motion was made to approve funding for the engineering of the projects identified in City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150 in the amount of \$403,000.00. The motion identified restricted ARPA funds as the funding source. However, the amount of funds identified in the motion only covered the amount needed for City Council Resolution No. 2021-149. Approval of this consent agenda item, will identify ARPA funding as the funding source for City Council Resolution No. 2021-150 in the amount of \$268,000.00.

Presentations - None

Old Business

Ordinances - None

Other Items

8. Discussion and Possible Action - City Manager Position (Presenter: Mayor Stephen Witt)

- [9.](#) Discussion and Possible Action - City Parks Camera (Presenter: Matt Benedetti, Information Technology Director)
- [10.](#) Discussion and Possible Action - Composition of Utility Advisory Committee (Presenter: Council Member Todd Sampson)

Reference Materials Provided: City Council Resolution No. 2021-049, Composition of Utility Advisory Committee and City Council Ordinance No. 2021-2178 Composition, Function, Responsibilities of Committees

11. Discussion and Possible Action - Fire Pension Board Appointee (Presenter: Mayor Stephen Witt)
12. Discussion and Possible Action - Police Officers Pension Board Appointee (Presenter: Mayor Stephen Witt)

New Business

Ordinances - None

Resolutions

- [13.](#) City Council Resolution No. 2022-040 - A resolution of the City Council of the City of Lake City, Florida authorizing the City's participation in three settlements resulting from litigation concerning the opioid epidemic; providing for the execution of the "Allergan Settlement", "CVS Settlement", and "TEVA Settlement", each of which as described by the Florida Attorney General; and providing for an effective date.
- [14.](#) City Council Resolution No. 2022-041 - A resolution of the City Council of the City of Lake City, Florida authorizing the City, by and through the Lake City Police Department, to enter into a Memorandum of Understanding with the Department of Veterans Affairs to provide law enforcement services as needed.
- [15.](#) City Council Resolution No. 2022-042 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Holly Electric, Inc., related to electrical services and repairs; providing for the award of an electrical services contract; providing for the execution of the electrical services contract; and providing an effective date.
- [16.](#) City Council Resolution No. 2022-043 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from C & C Electric, LLC, related to electrical services and repairs; providing for the award of an electrical services contract; providing for the execution of the electrical services contract; and providing an effective date.

- [17.](#) City Council Resolution No. 2022-044 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Base 3, LLC., d/b/a Gibson Electric, related to electrical services and repairs; providing for the award of an electrical services contract; providing for the execution of the electrical services contract; and providing an effective date.
- [18.](#) City Council Resolution No. 2022-045 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Graham & Sons Electric, Inc., related to electrical services and repairs; providing for the award of an electrical services contract; providing for the execution of the electrical services contract; and providing an effective date.
- [19.](#) City Council Resolution No. 2022-046 - A resolution of the City Council of the City of Lake City, Florida, rejecting all bids received relating to the Invitation to Bid advertised by the City and concerning the Ichetucknee Quality and Quantity Enhancement Project; and providing for an effective date.

Other Items

- [20.](#) Discussion and Possible Action - Request to forgive Code Enforcement Liens in the amount of \$415,950.00, that occurred from August 14, 2014 (2,773 days) on Parcel #11512-006, 862 NW Georgia Avenue, for Aaron Compton, Special Magistrate Order Case No. 14-52400968. (Presenter: Marshall Sova, Code Enforcement Officer)
- [21.](#) Discussion and Possible Action - Request to forgive Code Enforcement Liens in the amount of \$93,500.00 that occurred from December 8, 2016 (1,870) days) on Parcel No. 06085-000, 331 NW Gwen Lake Avenue, for Sylvester Warren, new owner. Special Magistrate Order - Case No. 2016-497 (Presenter: Marshall Sova, Code Enforcement Officer)
22. Discussion and Possible Action - City Attorney Fred Koberlein to announce the need for an Attorney Client Litigation Session for Consolidate Case Number: 2021-268-CA, Befaitful Coker v City Council of Lake City, Florida Individually and Collectively, and Stephen Douglas, Intervenor.

Departmental Administration - None

Comments by Council Members

Adjournment

YouTube Channel Information

Members of the public may also view the meeting on our YouTube channel at:
<https://www.youtube.com/c/CityofLakeCity>

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

File Attachments for Item:

1. Building Safety Month - May 2022

Proclamation



BUILDING SAFETY MONTH MAY 2022

- WHEREAS,** *the City of Lake City is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and*
- WHEREAS,** *our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians-building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry-who work year-round to ensure the safe construction of buildings; and*
- WHEREAS,** *these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play; and*
- WHEREAS,** *our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world; and*
- WHEREAS,** *these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA- commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested; and*
- WHEREAS,** *Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety-our local code officials-who assure us of safe, efficient and livable buildings that are essential to America's prosperity; and*
- WHEREAS,** *"Safer Buildings, Safer Communities, Safer World," the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2021 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses; and*
- WHEREAS,** *each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

NOW, THEREFORE, *I, Stephen M. Witt, Mayor of the City of Lake City, do hereby proclaim the month of May 2022 as Building Safety Month. Accordingly, I encourage our membership to join with their communities in participation in Building Safety Month activities.*



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 2nd day of May 2022.

Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

2. Municipal Clerks Week - May 1 - 7, 2022

Proclamation

MUNICIPAL CLERKS WEEK MAY 1st – 7th 2022

- WHEREAS,** *the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and*
- WHEREAS,** *the Office of the Municipal Clerk is the oldest among public servants; and*
- WHEREAS,** *the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and*
- WHEREAS,** *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal services to all; and*
- WHEREAS,** *the Municipal Clerk serves as the information center on functions of local government and community; and*
- WHEREAS,** *Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and*
- WHEREAS,** *it is most appropriate that we recognize the accomplishments of this Office of the Municipal Clerk.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby recognize the week of May 1st through 7th, 2022, as MUNICIPAL CLERKS WEEK and further extend appreciation to our Municipal Clerk, Audrey Sikes, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 3rd day of May 2022.

Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

3. April 11, 2022 Special Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Special Session, on April 11, 2022 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen M. Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Jr.
Paul Dyal
Chief Gerald Butler
Audrey Sikes

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

APPROVAL OF AGENDA

Mr. Sampson made a motion to approve the agenda as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

PERSONS WISHING TO ADDRESS COUNCIL – None

PRESENTATIONS

1. Jim Hanson, Senior Advisor, regarding the ICMA and Florida City and County Management Association's Senior Advisor Program

Mr. Hanson provided his biography and explained his role as Senior Advisor, as well as his recommendations and assessments for the City's Manager position.

Due to the size of Lake City there are limitations as to what the Senior Advisor Program can assist with.

Mr. Hanson's recommendations were as follows:

- move forward with interview process as soon as possible with candidates, not just two or three;
- be prepared to pay \$130-140,000.00 starting salary with a reasonable contract;
- when it comes to who to hire, determine what is most important to your City
- commit to working together with each other and the Manager, offer full support

He stated for an interim position, he could help by sending out a notice for the position, and if the City were to move forward quickly with the candidates from the search consultant, a

Manager could be hired within a month or two. However, if the City was looking to bring in an out of town interim, it would be more of a three to six-month time frame.

Members discussed and concurred to keep Paul Dyal in the interim position until a manager was hired. Mr. Dyal concurred to remain as Interim City Manager.

Mr. Sampson spoke in support of Mr. Dyal and stated he wanted to see candidates as soon as possible.

Mr. Hill spoke in favor of conducting a seconding interview with Mr. Rosenthal.

PUBLIC COMMENT: Glenel Bowden

ADJOURNMENT

All matters having been handled, the meeting adjourned at 6:43 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

4. April 18, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on April 18, 2022 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Eugene Jefferson

ROLL CALL

Mayor/Council Member
City Council

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

Stephen M. Witt
Jake Hill, Jr.
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Jr.
Paul Dyal
Chief Gerald Butler
Audrey Sikes

PROCLAMATIONS

1. National Arbor Day - April 29, 2022

Mayor Witt read the proclamation for National Arbor Day.

MINUTES

2. March 30, 2022 Special Meeting
3. April 4, 2022 Regular Session

Mr. Jefferson made a motion to approve the March 30, 2022 Special Meeting, and the April 4, 2022 Regular Session minutes as presented. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mr. Jefferson made a motion to approve the agenda as presented. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL – None

APPROVAL OF CONSENT AGENDA

4. Approve a request from Altrusa to place a 3x5 banner on downtown entrance signs for their upcoming "Fiesta Friday for a Cause" Fundraiser to be held at the Darby Pavilion on May 6, 2022.

Mr. Sampson made a motion to approve the consent agenda as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS

5. David Kraus, Columbia County Manager, will be in attendance at the request of Council Member Jake Hill, Jr. to discuss and present how the County administers their Senior House Repair Program and to offer assistance to the City.

Mr. Kraus presented and explained to members the two programs the County is currently offering. The first program is open to City and County residents utilizing Emergency – CARES ACT funds. The second program is open to County residents and utilizes Community Development Block Grant funds.

Mr. Kraus reported the application process is online through the County, and stated a hired contractor would itemize the scope of work needed on a particular home. The contractor is paid an amount, not to exceed a cost of \$2,500 max per house depending on the scope of work needed. The contractor bids out this work, manages the contract, and oversee the repair project with the homeowners.

PUBLIC COMMENT: Glenel Bowden

PUBLIC COMMENT: Sylvester Warren

OLD BUSINESS

Ordinances – None

Other Items

6. Discussion and Possible Action - Senior Home Repair Program (Presenter: Jake Hill, Jr.)

Mr. Sampson made a motion to piggyback on the County's Senior House Repair Program. The motion provides an allocation of \$250,000.00 ARPA Funds for the program with approval to allocate an additional \$250,000.00 when the additional ARPA funds come in. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

Mr. Koberlein stated if the City is unable to piggyback, staff would come back with an alternative option. Guidelines would need to be adopted, and this could be accomplished at the next meeting.

7. Discussion and Possible Action - Meeting Decorum (Presenter: Mayor Stephen Witt)

Mayor Witt discussed the importance of meeting decorum and stated he would set a workshop for the council to set rules to get the meetings under control.

PUBLIC COMMENT: Sylvester Warren

PUBLIC COMMENT: Glenel Bowden

8. Discussion and Possible Action - City Manager Position (Presenter: Mayor Stephen Witt and Council Member Todd Sampson)

Mayor Witt updated members on his correspondence with Renee Narloch and her list of possible candidates.

Mr. Sampson stated he would like to see the position filled in a timely fashion; and stated the City needed to offer salary and benefits equal to the scope of the job. He suggested hiring Mr. Glen Adams.

Mr. Sampson made a motion to offer the City Manager position to Mr. Adams, including the following: employment to commence on or about May 15, 2022; an annual base salary of \$160,000.00 with a mandatory review of the annual base salary after one year of employment; relocation expense reimbursement up to \$10,000.00; entitlement to all benefits offered to the highest classification of a full-time employee, including medical, dental, vision, life insurance, disability insurance, retirement savings, annual leave, sick leave, and tuition, with all benefits beginning on the first day of employment; an additional benefit of two weeks of annual leave in addition to the default annual leave provided for full-time employees in the classification plan; individual computer laptop, tablet and software, mobile phone, City owned vehicle for business use, and life insurance equal to the annual salary; business expenses related to the position of City Manager, including travel, professional memberships in local associations, professional memberships in professional associations and continuing professional development and education; a severance package that if terminated without cause will be twenty (20) weeks of salary and benefits at the then rate of pay; payment of accrued leave time; and an annual evaluation based on goals set during the workshop with professional facilitator or consultant. The motion died due to lack of second.

PUBLIC COMMENT: Sylvester Warren

PUBLIC COMMENT: Glenel Bowden

Mr. Sampson made a motion to terminate the contract with Renee Narloch, to ask for our funds back, and to start the process all over again. The motion died due to lack of second.

Mr. Jefferson spoke in support of speaking with Glen Adams about the position but felt he needed to work up to the salary of \$160,000.00.

Mr. Hill spoke in favor of Mr. Rosenthal.

9. Discussion and Possible Action - Utility Advisory Committee (Presenter: Council Member Todd Sampson)

Mr. Sampson stated per guidance from Attorney Koberlein the City needs to take a look into the composition of the Utility Advisory Committee, as well as other committees. He would like to change the makeup of the Utility Advisory Committee to reflect two council members, the mayor and two county commissioners with a requirement for necessary staff to be in attendance.

Mr. Jefferson inquired whether there would be Sunshine Law issues with having three Council members and two County Commissioners.

PUBLIC COMMENT: Sylvester Warren

PUBLIC COMMENT: Stew Lilker

Mr. Koberlein reported there needs to be a consensus if the Council wants a resolution to come back that reconfigures what type of members are on the committee. He stated the Sunshine Law applies equally to the committees and to their members. Administration is working to review each of the committee memberships.

Mr. Sampson recommended to discuss this further at the next meeting.

10. Update - Skate Park (Presenter: Mayor Stephen Witt)

Mayor Witt reported the appraisal of the stadium was still being worked on.

Mr. Dyal stated guidance is needed on which plans the City would like to use for the park. Once that is determined, the plans need to be recertified. Mr. Dyal stated once direction is provided, the park could move forward. He stated a permit is needed before the old building could be torn down. North Florida Professional Services are working on a cost estimate to repair the stadium.

PUBLIC COMMENT: Sylvester Warren

11. Discussion and Possible Action - Fire Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Fire Pension Board Appointee.

12. Discussion and Possible Action - Police Officers Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Police Officers Pension Board Appointee.

NEW BUSINESS

Ordinances – None

Resolutions

13. City Council Resolution No. 2022-036 - A resolution of the City Council of the City of Lake City, Florida accepting a utility easement from Cypress Lake Land Trust for the purpose of extending the sewer main. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-036, accepting a utility easement from Cypress Lake Land Trust for the purpose of extending the sewer main. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

14. City Council Resolution No. 2022-038 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Careersource Florida Crown; providing for the implementation of the "Summer Youth Employment Program" to include training and employment opportunities with the City from June 13, 2022 through July 29, 2022; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-038, authorizing the execution of a contract with Careersource Florida Crown; providing for the implementation of the "Summer Youth Employment Program" to include training and employment opportunities with the City from June 13, 2022 through July 29, 2022. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Sampson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

15. City Council Resolution No. 2022-039 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number One to the Continuing Contract with Gmuer Engineering, LLC; providing for the extension of a water main and gravity sewer main into the Crosswinds Subdivision; providing for a cost not-to-exceed \$44,750.00; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-039, authorizing Task Assignment Number One to the Continuing Contract with Gmuer Engineering, LLC; providing for the extension of a water main and gravity sewer main into the Crosswinds Subdivision, and providing**

for a cost not-to-exceed \$44,750.00. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

Other Items – None

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS – None

ADJOURNMENT

All matters having been handled, the meeting adjourned at 6:56 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

5. April 26, 2022 Special Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Special Session, on April 26, 2022 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen M. Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Jr.
Paul Dyal
Chief Gerald Butler
Audrey Sikes

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

APPROVAL OF AGENDA

Mr. Jefferson made a motion to approve the agenda as presented. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

PUBLIC PARTICIPATION - PERSONS WISHING TO ADDRESS COUNCIL

- Glenel Bowden

OLD BUSINESS

1. Discussion and Possible Action - City Manager Position (Presenter: Mayor Stephen Witt)

PUBLIC COMMENT: Glenel Bowden

PUBLIC COMMENT: Sylvester Warren

PUBLIC COMMENT: Jerry Leszkiewicz

Mayor Witt discussed the email from Renee Narloch presenting Glen Adams' proposal of serving as interim City Manager for six months, with a salary of \$70,000.00 and a housing allowance.

Mr. Jefferson stated he was not interested in another interim, and the City needed to select a full time City Manager. Mr. Hill agreed.

Mr. Samson agreed it was time for a full time City Manager. He stated Mr. Adams offered six months at a reduced amount to prove he could do the job. Mr. Sampson suggested giving Mr. Adams the six months; Mayor Witt agreed.

Mr. Sampson made a motion to offer Mr. Adams the position of Interim City Manager, to include the following; six months of City Manager contract annualized in the amount of \$140,000.00; employment to begin Monday, May 2, 2022; housing expense up to \$1,500.00 to be paid for or reimbursed by the City for the six months; and a provision for a 30 day extension agreed to by the first day of the fifth month by both parties in writing, if the City decides to negotiate into a contract. Mayor Witt seconded the motion.

Mr. Hill spoke in opposition of offering the interim position to Mr. Adams.

Mr. Jefferson stated his concern was experience versus salary.

A roll call vote was taken and the motion failed.

Mr. Sampson	Aye
Mayor Witt	Aye
Mr. Jefferson	Nay
Mr. Hill	Nay

Mr. Sampson made a motion to terminate the contract immediately with Renee Narloch and Associates. The motion died due to lack of second.

Mr. Sampson suggested meeting on a weekly basis until this matter was taken care of.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 6:27 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

6. Approval to award Bid (ITB-012-2022) for Purchase of Pipe and Fittings for Disc Filter System Project to Lanier Municipal Supply Co. Inc., the sole bidder for \$101,175.55.

MEETING DATE
5/2/2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: ITB-012-2022

DEPT / OFFICE: Utilities – Wastewater/Sprayfield

Originator: Cody Pridgeon, Wastewater Director		
City Manager Paul Dyal	Department Director Paul Dyal	Date 4/21/22
Recommended Action: Award Bid to Graham Electric		
Summary Explanation & Background: Lanier Municipal Supply was the only bidder for ITB-012-2022 at \$101,175.55. The bid is for all materials related to the gravity tie-in for the Wetlands. D&C will be doing the installation of the purchased materials. Once the tie-in is complete we will be able to gravity flow to the Wetlands instead of using the pumps. This will greatly reduce the light bill at the Wetlands. The pumps will still be needed in order to dispose of effluent from the WWTFs on the Sprayfields.		
Alternatives: Not Approve		
Source of Funds: 410.70.536-060.63		
Financial Impact: \$101,175.55		
Exhibits Attached: 1) Bid Sheet		



City of Lake City
Procurement

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director
205 N. Marion Ave., Lake City, FL 32055

EVALUATION TABULATION

ITB No. ITB-012-2022

Purchase of Pipe and Fittings for Disc Filter System Project

RESPONSE DEADLINE: April 14, 2022 at 2:00 pm

Report Generated: Wednesday, April 27, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Lanier Municipal Supply Co.Inc.	\$101,175.55

PIPE AND FITTINGS FOR DISC FILTER SYSTEM

					Lanier Municipal Supply Co.Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	24" DI Pipe Class 250, Push-on Joint, Viton Gasket, Purple Strip (Non-lined)	6	PIPES 18' - 20' LONG	\$184.31	\$1,105.86
X	2	24" PE x PE DI Spool, Class 53 , (Non-lined)	5	LF	\$380.36	\$1,901.80
X	3	24" FLG x PE DI Spool, Class 53, 2.5 ft. long (Non-lined)	2	EA	\$2,001.39	\$4,002.78
X	4	24" FLG x FLG DI Spool, Class 53, 1.5 ft. long (Non-lined)	4	EA	\$2,650.29	\$10,601.16
X	5	24" FLG x FLG DI Spool, Class 53, 2.5 ft. long (Non-lined)	2	EA	\$3,030.61	\$6,061.22
X	6	24" FLG x FLG DI Spool, Class 53, 3 ft. long (Non-lined)	1	EA	\$3,220.27	\$3,220.27
X	7	24" FLG x FLG DI Spool, Class 53, 3.5 ft. long (Non-lined)	1	EA	\$3,400.93	\$3,400.93
X	8	24" Flexible Coupling Adapter (MJ x MJ) Steel for DIP	1	EA	\$2,370.45	\$2,370.45
X	9	24" Flanged Coupling Adapter w/Thrust Ties	2	EA	\$1,970.94	\$3,941.88

EVALUATION TABULATION

ITB No. ITB-012-2022

Purchase of Pipe and Fittings for Disc Filter System Project

X	10	24"x24" DI TEE, FJ, AWWA C110 (Non-lined)	2	EA	\$4,260.61	\$8,521.22
X	11	24" FLG x MJ 45°	1	EA	\$2,350.51	\$2,350.51
X	12	24" MJ x MJ Sleeve	1	EA	\$1,050.34	\$1,050.34
X	13	24" 90° DI MJ Compact Bend (Non-lined), AWWA C153	1	EA	\$2,010.65	\$2,010.65
X	14	24" 90° DI FJ Bend (Non-lined), AWWA C110	1	EA	\$2,990.41	\$2,990.41
X	15	24" 45° DI FJ Bend (Non-lined), AWWA C110	5	EA	\$2,120.66	\$10,603.30
X	16	24" DI Blind Flange	4	EA	\$1,400.89	\$5,603.56
X	17	24" Butterfly Valve (FJ) with handwheel AWWA C504, Class 1508	2	EA	\$6,400.88	\$12,801.76
X	18	MJ Restraining Gland (Mega Lug 1100)	15	EA	\$542.71	\$8,140.65
X	19	Pipe Restraints (EBAA Iron 1700)	5	EA	\$980.79	\$4,903.95
X	20	Polyethylene Bagging 8 mils, Type I, Class C, Grade EI (24" diameter)	115	LF	\$2.91	\$334.65
X	21	24" Gaskets, Carbon Steel Bolts, Nuts, and Washers for MJ	5	SET	\$70.40	\$352.00
X	22	24" Gaskets, Zinc-plated Bolts, Nuts, and Washers for FJ (1/8" Viton)	20	SET	\$231.76	\$4,635.20
X	23	Epoxy Paint - Green	1	SET/GAL	\$250.00	\$250.00
X	24	Valve Tag	1	EA	\$21.00	\$21.00
Total						\$101,175.55

File Attachments for Item:

7. Approval to identify \$268,000.00 in ARPA funds as the funding source for City Council Resolution No. 2021-150.

History: Bell Street Wastewater Improvement Project and 5A Water Main Project. Both projects were approved by City Council on October 18, 2021 via City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150. At the time of the October 18, 2021 approval, funding was not identified. On February 22, 2022 a motion was made to approve funding for the engineering of the projects identified in City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150 in the amount of \$403,000.00. The motion identified restricted ARPA funds as the funding source. However, the amount of funds identified in the motion only covered the amount needed for City Council Resolution No. 2021-149. Approval of this consent agenda item, will identify ARPA funding as the funding source for City Council Resolution No. 2021-150 in the amount of \$268,000.00.

CITY COUNCIL RESOLUTION NO. 2021-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER EIGHT TO THE CONTINUING CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES AND ASSISTANCE WITH FOUR (4) WASTEWATER IMPROVEMENT PROJECTS; PROVIDING FOR THE PAYMENT FOR THE PROFESSIONAL SERVICES AND ASSISTANCE AT A NOT TO EXCEED COST OF \$403,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services (hereinafter the "Continuing Contract"), with Jones Edmunds & Associates, Inc. (hereinafter "Jones Edmunds") as authorized by City Council Resolution No. 2019-024 with respect to certain studies, planning, design and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

WHEREAS, the Continuing Contract provides that Jones Edmunds shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Eight with Jones Edmunds and receive assistance with four (4) wastewater improvement projects pursuant to the terms and conditions of Task Assignment Number Eight, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Eight"), and in compliance with the Continuing Contract; and

WHEREAS, the four (4) wastewater improvement projects are identified as, (i) the NW Washington Street Force Main, (ii) the Youngs Park Lift Station, (iii) the Youngs Park Force Main, and (iv) the Kicklighter and St. Margarets Flow Optimization, each of which are more particularly described within the Task Assignment Number Eight.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

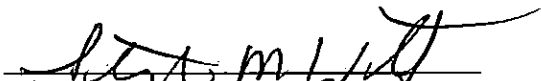
Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to execute Task Assignment Number Eight with Jones Edmunds for the Additional Services.

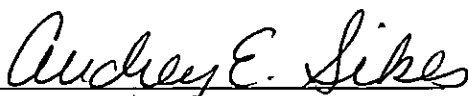
Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Eight as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Eight in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of October 2021.

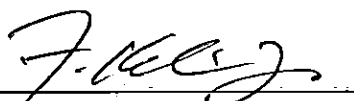
CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Frederick L. Koberlein, Jr.,
City Attorney

TASK ASSIGNMENT EIGHT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES, EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ASSISTING THE CITY WITH FOUR (4) WASTEWATER IMPROVEMENT PROJECTS.

THIS TASK ASSIGNMENT NUMBER EIGHT is made and entered into this 18th day of October, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES, EDMUNDS & ASSOCIATES, INC., a Florida limited liability company, having a mailing address of 730 NE Waldo Road, Gainesville, Florida 32641 (herein referred to as "Consultant" and "Contractor")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract during March 2019, for professional consulting services as authorized by City Council Resolution No. 2019-024 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied

in a separate Task Assignment.

C. The City is in need of additional assistance to complete four (4) wastewater improvement projects that are identified as the NW Washington Street Force Main, the Youngs Park Lift Station, the Youngs Park Force Main, and the Kicklighter and St. Margarets Flow Optimization (hereinafter the "Wastewater Improvement Project"); and

D. The City desires to enter into Task Assignment Eight with Consultant for its assistance in the Wastewater Improvement Project pursuant to the terms and conditions contained in Consultant's proposed Scope of Services (hereinafter "Consultant's Scope"), a copy of which is attached hereto as "Exhibit A".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Eight.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Consultant's Scope, attached hereto, within the scheduled timeframe shown in

the section titled "Schedule" of the Consultant's Scope. A Notice to Proceed shall be required for each of the seven (7) tasks identified in the Consultant's Scope. City shall be under no obligation to proceed with any of the tasks.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant a fee for each of the seven (7) tasks identified in the Consultant's Scope as each task is completed for a total projected cost not to exceed \$403,000.00.

4. **PROVISIONS OF CONTINUING CONTRACT:** The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in to, and made a part of, this Task Assignment and shall be binding on, and complied with by, Consultant.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Eight, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Eight and the Continuing Contract constitute the entire agreement (or "Contract") between the City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the

provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Eight may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND**. This Task Assignment Number Eight shall be binding upon and shall inure to the benefit of the City and Consultant, their successors and assigns.

8. **E-VERIFY**. As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions

of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower

tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Eight as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: Stephen M. Witt
Stephen M. Witt, Mayor

ATTEST:

By: Audrey E. Sikes
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: Frederick L. Koberlein, Jr.
Frederick L. Koberlein, Jr.,
City Attorney

ATTEST:

By: _____
Angela Witt,
Contracts Administrator

**JONES, EDMUNDS & ASSOCIATES,
INC.**

By: _____
Stanley F. Ferreira, Jr.,
Vice President

SCOPE OF SERVICES**City of Lake City Bell Road Wastewater Improvements**

TO: Paul Dyal
Executive Director of Utilities
692 SW Saint Margarets Street
Lake City, Florida 32025

DATE: August 30, 2021

SUBJECT: City of Lake City Bell Road Wastewater Improvements
Jones Edmunds Proposal/Opportunity No. 95110-262-21

PROJECT BACKGROUND

Columbia County is promoting economic development north of the City of Lake City in an area currently served by the City's utility system. The City has wastewater treatment capacity for the planned and proposed projects but must convey the wastewater flows through an older network of force mains (FMs) and gravity mains (GMs). The City hired Jones Edmunds to conduct the Bell Road Wastewater Capacity Analysis Study (Study) to review the existing collection system's capacity and provides recommendations for infrastructure improvements to allow wastewater flows to be conveyed from the development area to the City's wastewater treatment plants. The Study identified six potential wastewater improvement projects that would increase capacity and reduce the risk of sanitary sewer overflows, high water alarms, and/or lag pump-on conditions.

Jones Edmunds is pleased to provide the following scope of services for four of the proposed projects: NW Washington Street FM, Youngs Park Lift Station (LS), Youngs Park LS FM, and Kicklighter/St. Margarets Flow Optimization. The proposed services include surveying, engineering, permitting, and limited construction phase services.

SCOPE OF SERVICES**TASK 1 – PROJECT MANAGEMENT AND KICKOFF MEETING****PROJECT INITIATION AND MANAGEMENT**

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City's goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the contract.

KICKOFF MEETING WITH CITY PERSONNEL

Jones Edmunds will conduct a virtual kickoff meeting with the City. During the kickoff meeting, the following will be discussed:

- Key issues and confirmation of the City's objectives and expectations related to the project.
- Availability of information to be used in the preliminary engineering services.
- Refine overall project objectives and project schedule.

TASK 2 – PRELIMINARY DESIGN

Jones Edmunds will provide the following preliminary design and engineering services before obtaining the topographic survey and developing the detailed design drawings and specifications. The purpose of this task will be to evaluate the proposed force main route and lift station location based on a site visit and walk-through of the route and to assess the available geographic information system (GIS) data.

This task will include the following:

- **Wetland Delineation and Listed Species Assessment.** Jones Edmunds will delineate jurisdictional wetlands and surface waters along the proposed route and locate key flags using a handheld global positioning system (GPS) unit prior to mobilization of the survey subcontractor. A preliminary wetland and surface water delineation map will be generated and provided to a registered surveyor to locate as part of the topographic survey. This effort will include a listed species assessment.
- **Existing Data Collection and Review.** Review available GIS data such as existing infrastructure geodatabases, County parcel data, recent high-resolution aerial imagery, National Wetland Inventory data, and LIDAR elevation data as available.
- **Site Visit.** Perform a walking site visit of the proposed route to identify potential utility conflicts, assess general site conditions such as traffic and special considerations, visualize potential constructability challenges, and develop recommendations for the side of the road for the pipe and the locations of the proposed lift station and valve vault(s).
- **Develop Preliminary Layout.** Develop 10% preliminary design-level GIS figures of the proposed force main route, indicating the recommended side of the road for the pipeline, and locations of the proposed lift station, valve assemblies, and trenchless installations (either by horizontal directional drill (HDD) or jack and bore). Preliminary design figures will also note any potential easements the City may need to acquire.
- **Model Scenarios and Develop Preliminary Pump Selection.** Gather and evaluate data to develop design wastewater flow rates for hydraulic modeling and pump station sizing. Build upon existing hydraulic models, perform model simulations in Bentley SewerGems to evaluate the pump station and force main sizes, select pumps, and develop a design calculation package summarizing the design criteria, model results, and selected system components.

Once the preliminary figures are developed, Jones Edmunds will host a design review workshop with the City to discuss the model results and proposed improvements before providing the surveyor and geotechnical subconsultant their Notice to Proceed (NTP). Items

discussed and agreed to during the design review workshop will be incorporated into the Final Design.

Deliverables

One electronic PDF copy of the preliminary design figures and the design calculation package, a GIS shapefile of any delineated wetland boundaries, and design review meeting minutes will be provided to the City.

TASK 3 – SURVEYING

Jones Edmunds will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the proposed wastewater improvements in support of the design. The topographic survey will meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 of the Florida Administrative Code (FAC), Section 472.027 of the Florida Statutes. The survey will include the following:

- Task I – See the attached Bell Road Wastewater Improvements Project map. The PLS will survey the full roadway right-of-way (ROW) along this route which will be developed into the base map for the construction plans/documents. This task will include:
 - Based on Task 2 Preliminary Design, provide design-level survey services for the full ROW from NW Railroad Street to each of the wastewater treatment plants, based on the provided map, including a 50-foot by 50-foot section where the lift station is proposed and a 25-foot by 25-foot section where each valve assembly is proposed.
 - Determine the right-of-way for the primary roadways and intersecting roadways to the return radius.
 - Locate aboveground improvements and utilities.
 - Locate underground drainage and sewer facilities with pipe size, material, and elevation.
 - Locate wetland delineation flags placed by Jones Edmunds staff.
 - Create a survey baseline for all primary roads.
 - Set control points with x, y, and z at 500-foot intervals.
 - Locate utility designations and test holes data performed as part of Task II.
- Task II – Provide Subsurface Utility Designation and Verification (Test Holes):
 - Perform Quality Level B survey at each major utility crossing along the proposed route. Horizontally locate and field mark (paint and/or flags) public subsurface utility mains found excluding service lines and irrigation along the selected project route.
 - Coordinate obtaining Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
 - Expose the subject utilities by using non-destructive vacuum excavation methods at up to fifteen (15) specific locations.
 - Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners, their representatives, and/or by Quality Level B survey.
 - Reference each test-hole location to a minimum of three visible physical features to enable these data to be added to the base map and enable future recovery.

Deliverables

One paper copy and one electronic PDF copy of the final survey signed and sealed by the PLS will be provided to the City.

TASK 4 – GEOTECHNICAL SERVICES

Jones Edmunds will authorize a professional geotechnical engineering subconsultant for this project. The geotechnical investigation is expected to include the following:

- Up to 12, 10-foot-deep hand auger borings spaced at approximately 1000-foot intervals along the proposed force main route.
- Four, 25-foot-deep standard penetration test (SPT) borings to be used for horizontal directional drill (HDD) layout and design (two SPTs at each HDD location).
- One, 50-foot-deep (SPT) boring at the proposed lift station location.

The subsurface investigation will occur when the approved preliminary design is in place, and borings will be conducted at the selected locations along the proposed route.

A geotechnical report summarizing the following will be provided:

- Classifying representative soil samples including percent soil fines (sieve determinations), organic content, natural moisture determination, and Atterberg limit tests.
- Water-table levels found during exploration and the seasonal high-water level for each boring.
- Recommendations for suitability of soils for trenchless installations.
- Recommended subgrade preparation for the proposed force main and lift station.

Deliverables

One paper copy and one electronic PDF copy of the final geotechnical report will be provided to the City.

TASK 5 – FINAL DESIGN

Task 5 will consist of three submittals – 60% Design, 90% Design, and Final Design. The 60% submittal will include design Drawings and a Technical Specification table of contents. The 90% and Final submittals will include design Drawings and full Technical Specifications. Each submittal will include an Engineer's Opinion of Probable Construction Cost (EOPCC).

The Drawings will use Jones Edmunds' presentation standards. The City-provided standard details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our fee estimate. The Bell Road Wastewater Improvements Project plan and profile sheets will be prepared at the following scale:

- Horizontal: 1 inch = 20 feet (full-size sheets, 22-x-34-inch); and 1 inch = 40 feet (half-size sheets, 11-x-17-inch).
- Vertical: 1 inch = 5 feet (full-size sheets, 22-x-34-inch).

Drawing No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Key Map
G-3	General Notes
G-4	Legends and Pipe Schedule
C-1 to C-22	Force Main Plan and Profile Sheets
C-23 to C-26	Civil and Utility Details
C-27 to C-31	Erosion and Sedimentation Control Plan, Notes, and Details
M-1	Lift Station Mechanical Site Plan
M-2	Lift Station Mechanical Sections
M-3	Force Main Valve Assembly Plan, Section, and Details
M-4	Mechanical Details
E-1	Electrical Legend
E-2	Lift Station Electrical Site Plan
E-3	Lift Station Electrical Schedule, Diagram, and Details
E-4	Lift Station Generator Details

The Specifications will be prepared using Jones Edmunds' standard Construction Standards Institute 16-division format using 2018 EJCDC Front-End Documents and Technical Specifications. Jones Edmunds will customize the Technical Specifications based on comments from the City.

60% DESIGN SUBMITTAL

The 60% Design Submittal Package will be submitted to the City for review and comment and will include the following:

- Design Drawings – design drawings including General, Civil, and Electrical.
- Technical Specifications – table of contents (TOC) identifying selected specification sections for major project components.
- EOPCC.

The EOPCC accuracy range will be Class 3 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting at the City's Utility Annex office to discuss and obtain comments from the City on the 60% Submittal. Changes agreed to at the meeting will be incorporated into the 90% documents.

Deliverables

- 60% Design Drawings in PDF format.
- Draft Technical Specifications TOC in PDF format.
- EOPCC in PDF format.
- Meeting minutes from the 60% Review Meeting.
- Updated raw SewerGEMS, ArcGIS, and AutoCAD data collected and developed.

90% DESIGN SUBMITTAL

The 90% Design Submittal package will be submitted to the City for review and comment and will include the following:

- Design Drawings – Updated drawings including General, Civil, Electrical, and Details.
- Technical Specifications – draft specification sections for major project components showing most major edits with selections of materials for the project.
- EOPCC.
- Draft permit application packages (FDEP, FDOT, and County) for City signature and submittal to the appropriate agencies.

The EOPCC accuracy range will be Class 2 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting at the City's Utility Annex office to discuss and obtain comments from the City on the 90% Submittal. Changes agreed to at the meeting will be incorporated into the Final Design Submittal documents.

Deliverables

- 90% Design Drawings in PDF format.
- Draft Technical Specifications in PDF format.
- Draft permit application packages in PDF format.
- EOPCC in PDF format.
- Meeting minutes from the 90% Review Meeting.
- Updated raw SewerGEMS, ArcGIS, and AutoCAD data collected and developed.

FINAL DESIGN SUBMITTAL

After the 90% design review meeting, Jones Edmunds will incorporate the City's review comments into the Final Design Package and issue the Final Design Submittal. The Final Design will be completed after obtaining all approved permits described in Task 6. The Final Design Submittal will include the Drawings, Front-End Documents, Technical Specifications, a final Class 1 EOPCC, and approved permit application package(s).

Deliverables

- Final Design Drawings – two signed-and-sealed hard copies (one 22-x-34-inch and one 11-x-17-inch) and an electronic copy (PDF format).
- Final Technical Specifications – two signed-and-sealed hard copies and an electronic copy in PDF format.
- Final EOPCC in PDF format.
- Signed permit application packages and copies of issued permits.
- Final raw SewerGEMS, ArcGIS, and AutoCAD data collected and developed.

TASK 6 – PERMITTING ASSISTANCE

Jones Edmunds will provide the permitting services described below. All permit applications will be submitted based on the 90% Design Submittal.

FDEP PERMITTING

- Prepare an FDEP Domestic Wastewater Collection/Transmission System permit application package, including forms, calculations, exhibits, maps, and drawings for the new lift station and new force mains.
- Prepare a General Environmental Resource Permit (ERP) application package, including forms, calculations, exhibits, maps, and drawings for the proposed construction.
- If wetlands will be impacted by project construction, a Section 404 permit application may be required. If so, a General 404 permit application package will be prepared, including forms, calculations, exhibits, maps, and drawings for the proposed construction.
- Each application package will be provided to the City for review, approval, and signatures before being submitted to FDEP.
- Respond to one FDEP Request for Additional Information (RAI) per application.
- Following construction, prepare a Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation.

FDOT PERMITTING

Jones Edmunds will prepare two FDOT Utility Permit applications, one for the crossing of US-90 (Duval Street) and one for the crossing of State Road 10A (Baya Road). Jones Edmunds will respond to one RAI per application. The City will pay any review/application fee. Comments from FDOT will be incorporated by Jones Edmunds into the Final Submittal.

COLUMBIA COUNTY PUBLIC WORKS RIGHT-OF-WAY PERMIT

Jones Edmunds will apply to Columbia County Public Works Department for a Right-of-Way Utilization permit and respond to up to one RAI. The City will pay any review/application fee. Comments from Columbia County will be incorporated by Jones Edmunds into the Final Submittal.

Deliverables

Jones Edmunds will provide one hard copy and one electronic PDF copy of each draft permit application to the City for review. The final permit applications will require City signatures. Jones Edmunds will collect the signed permit applications from the City and submit to the

regulatory agencies. Electronic and hardcopies of all fully executed permits will be provided to the City.

TASK 7 – BIDDING AND LIMITED PROFESSIONAL SERVICES DURING CONSTRUCTION

BIDDING SERVICES

Jones Edmunds will assist the City during a proposed 45-day bidding and award process for the project as follows:

- Provide electronic Bid Documents in PDF format to the City. The City will advertise the project through ProcureNow; the City will distribute and maintain distribution records of Bid Documents to the prospective bidders and correspond with prospective bidders.
- Assist the City with one addendum to the Contract Documents. Verbal and written questions from prospective bidders will be first directed to the City. The City and Jones Edmunds will decide if issuing an addendum is required. Jones Edmunds will prepare responses to the bidders' questions to the City, prepare the addenda, and provide the addenda to the City for distribution. Contractor questions received less than 7 calendar days prior to bid opening will not be received by Jones Edmunds.
- Conduct one non-mandatory pre-bid meeting with prospective bidders, direct the meeting, and develop/issue any subsequent minutes or addenda associated with the pre-bid meeting.
- Review the bidders' cost proposals, prepare proposal tabulation, conduct reference and bond checks of the apparent low bidder, and develop a contract award recommendation letter.

CONSTRUCTION-ADMINISTRATION ASSISTANCE AND LIMITED OBSERVATION SERVICES

A 12-month construction schedule is proposed for this project, consisting of a 2-month submittal and material acquisition period and 10 months on site. Jones Edmunds' Limited Professional Services During Construction services are based on this 10-month construction schedule. The limited construction-phase services provided will consist of the following:

Submittal Review

Jones Edmunds will receive, log, review, and issue comments on project submittals, including administrative submittals (i.e., construction schedules and work plans), shop drawings, and product data for the materials to be incorporated into the project, warranties, samples, and O&M manuals. Jones Edmunds estimates approximately 24 submittals for this project. This Scope of Work includes an initial review and one resubmittal review for each submittal. Submittals will be returned to the Contractor within 14 calendar days if all deviations are not listed as requested on the project forms.

Site Visits

During construction, Jones Edmunds will visit the site to observe construction progress and review that the project work is progressing in general conformance with the Contract Documents. It is assumed that one of the site visits each month will be a progress meeting led by the Contractor. For this Task, we have planned up to 40 site visits to perform these services. If additional site visits are required, they can be performed on an as-needed,

time/materials basis. It is assumed that the City will provide daily construction inspection services including completing daily logs and photographs of work completed.

Construction Project Closeout and FDEP Certification

Jones Edmunds will conduct one substantial completion site review with the City and the Contractor when the Contractor submits their request for substantial completion. We will prepare a punch list of items that need correction and completion. Final Completion will be certified once the punch list items are completed.

Jones Edmunds will prepare the Certification of Completion (COC) documentation and prepare and submit the FDEP Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation (Form 62-604.300(8)(b)) for the connection. For the preparation of the COCs, we have assumed that the Contractor shall provide surveyor signed/sealed as-built drawings of the completed lift station and force main.

SCHEDULE

Jones Edmunds will begin work on this project within two weeks of receipt of a signed contract and Notice to Proceed (NTP) from the City. The schedule for this project will be based on the negotiated agreement between the City and Jones Edmunds. Preliminarily, the project tasks are estimated to be completed as follows:

Task	Calendar Days	Calendar Days from NTP
Task 1 – Project Management and Kickoff Meeting	14	14
Task 2 – Preliminary Design	45	60
Task 3 – Surveying	60	120
Task 4 – Geotechnical Services	30	120
Task 5 – Final Design		
60% Design Submittal	60	240
90% Design Submittal	30	
Final Design Submittal	30	
Task 6 – Permitting Assistance	45	254
Task 7 – Bidding and Limited Professional Services during Construction	12 months	-

Note: The above schedule assumes 14-day client review times and that the permits will be received within 60 days from submittal of the permit applications.

PROPOSAL CLARIFICATIONS

The following clarifications are assumptions, exclusions, or conditions to this Scope of Services. Excluded items may be provided by Jones Edmunds with written authorization via a contract amendment.

- The force main pipe size will be based on the Study dated October 30, 2020.
- No residential and/or commercial service connections will be added to the new force mains.

- This project will not require design or permitting of stormwater systems.
- The project will not require modifications to existing roads.
- Survey of the wastewater treatment facilities is excluded; Jones Edmunds will rely on City-provided drawings and as-builts.
- It is assumed that up to 25-percent of the survey will be Quality Level B; the remaining survey will be Quality Level C.
- The proposed scope assumes that wetland impacts will be avoided by following existing ROW. If the design requires alternate construction methods which will result in wetland impacts, Jones Edmunds can provide additional design services under separate scope and fee.
- Wetland mitigation and associated permitting is excluded from this Scope of Services.
- Individual ERP permitting is excluded from this Scope of Services. If the design requires an individual ERP, Jones Edmunds can provide additional permitting services under separate scope and fee.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Services.
- Permitting services other than those described herein are excluded from this Scope of Services.
- RAIs from permitting agencies will not result in changes to the pipeline route/alignment or construction methods.
- All permit application fees will be paid by the City.
- If Section 404 permitting is required permit issuance may take longer than 60 days; construction will not be allowed to begin until all appropriate permits are received.
- Gopher tortoise survey and Temporary Exclusion Permits are excluded from this Scope of Services. Jones Edmunds can provide these services under separate scope and fee if necessary.
- The City will coordinate with the County and other necessary parties on any activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisition.
- The City will acquire all required easements/properties, legal descriptions, and official boundary surveys. Professional services related to these activities are excluded from this Scope of Services.
- The City will provide full-time resident observation for the project and will review and approve all pay requests. These services are not included in this Scope of Services.

COMPENSATION


In accordance with our Contract for Consulting Engineering Services, Jones Edmunds proposes to perform the Scope of Services as described herein on a not-to-exceed, time and materials basis for Task 3 and Task 7 and on a lump-sum fee, percent-complete basis for the remaining Tasks:

Task	Cost
Task 1 – Project Management and Kickoff Meeting	\$14,000
Task 2 – Preliminary Design	\$27,300
Task 3 – Surveying	\$136,800*
Task 4 – Geotechnical Services	\$14,300
Task 5 – Final Design	\$72,500
Task 6 – Permitting Assistance	\$17,200
Task 7 – Bidding and Limited Professional Services During Construction	\$120,900*
Total	\$403,000

*Not-to-exceed cost.

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to the City of Lake City and looks forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact me at 352-377-5821 or jsbell@jonesedmunds.com.

Sincerely,



Jamie Sortevik Bell, PE, CFM
Engineer

Y:\08504 Lake City\Opportunities\2021_Proposals\95110-262-21 Bell Road Wastewater Improvements\BellRoadWastewaterImprovements_ScopeandFee_jsb.docx

CITY COUNCIL RESOLUTION NO. 2021-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER NINE TO THE CONTINUING CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES AND ASSISTANCE WITH THE INSTALLATION OF A TWENTY-FOUR (24) INCH WATER MAIN FROM THE PRICE CREEK WATER TREATMENT PLANT TO THE NORTH FLORIDA MEGA INDUSTRIAL PARK; PROVIDING FOR THE PAYMENT FOR THE PROFESSIONAL SERVICES AND ASSISTANCE AT A NOT TO EXCEED COST OF \$268,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services (hereinafter the "Continuing Contract"), with Jones Edmunds & Associates, Inc. (hereinafter "Jones Edmunds") as authorized by City Council Resolution No. 2019-024 with respect to certain studies, planning, design and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, and City safety facilities and streets (herein collectively the "City Projects"); and

WHEREAS, the Continuing Contract provides that Jones Edmunds shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Nine with Jones Edmunds and receive assistance towards the installation of a twenty-four (24) inch water main from the Price Creek Water Treatment Plant to the North Florida Mega Industrial Park, pursuant to the terms and conditions of Task Assignment Number Nine, a copy of which is attached hereto as "Exhibit

A” and made a part of this resolution (“Task Assignment Number Nine”), and in compliance with the Continuing Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

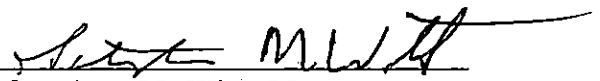
Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to execute Task Assignment Number Nine with Jones Edmunds for the Additional Services.


Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Nine as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Nine in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of October 2021.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: 
Frederick L. Koberlein, Jr.,
City Attorney

TASK ASSIGNMENT NINE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES, EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL SERVICES ASSISTING THE CITY WITH THE INSTALLATION OF A TWENTY-FOUR (24) INCH WATER MAIN FROM THE PRICE CREEK WATER TREATMENT PLANT TO THE NORTH FLORIDA MEGA INDUSTRIAL PARK.

THIS TASK ASSIGNMENT NUMBER NINE is made and entered into this 18th day of October, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES, EDMUNDS & ASSOCIATES, INC., a Florida limited liability company, having a mailing address of 730 NE Waldo Road, Gainesville, Florida 32641 (herein referred to as "Consultant" or "Contractor")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract during March 2019, for professional consulting services as authorized by City Council Resolution No. 2019-024 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of additional assistance towards the installation

of a twenty-four (24) inch water main from the Price Creek Water Treatment Plant to the North Florida Mega Industrial Park (hereinafter the "5A Water Main Project") and intends to seek financial assistance from grant sources.

D. The City desires to enter into Task Assignment Nine with Consultant for its assistance with the 5A Water Main Project pursuant to the terms and conditions contained herein and contained in Consultant's proposed Scope of Services (hereinafter the "Consultant's Scope"), a copy of which is attached hereto as "Exhibit A".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Nine.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Consultants Scope, attached hereto, within the scheduled timeframe shown in the section titled "Schedule" of the Consultant's Scope. A Notice to Proceed shall be required for each of the eight (8) tasks identified in the Consultant's Scope. City shall be under no obligation to proceed with any of the tasks.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the eight (8) tasks identified in the Consultant's Scope as each task is completed for a total projected cost not to exceed \$268,000.00.

4. **PROVISIONS OF CONTINUING CONTRACT:** The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in to, and made a part of, this Task Assignment and shall be binding on, and complied with by, Consultant.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Nine, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Nine and the Continuing Contract constitute the entire agreement (or "Contract") between the City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Nine may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Nine shall be binding upon and shall inure to the benefit of the City and Consultant, their successors and assigns.

8. **E-VERIFY.** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status

of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred

by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Nine as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: Stephen M. Witt
Stephen M. Witt, Mayor

ATTEST:

By: Audrey E. Sikes
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: Frederick L. Koberlein, Jr.
Frederick L. Koberlein, Jr.,
City Attorney

ATTEST:

JONES, EDMUNDS & ASSOCIATES, INC.

By: _____
Angela Witt,
Contracts Administrator

By: _____
Stanley F. Ferreira, Jr.,
Vice President

SCOPE OF SERVICES**City of Lake City NFMIP 5A Water Main Project**

TO: Paul Dyal
Executive Director of Utilities
692 SW Saint Margarets Street
Lake City, Florida 32025

DATE: August 30, 2021

SUBJECT: City of Lake City NFMIP 5A Water Main Project
Jones Edmunds Proposal/Opportunity No. 95110-205-21

PROJECT BACKGROUND

Columbia County is developing the North Florida Mega Industrial Park (NFMIP) in conjunction with the private landowner, Weyerhaeuser, on the lands east of the Lake City Gateway Airport along the south side of US 90. It is currently anticipated that new businesses will begin construction in late 2022 or early 2023. To support this development, the City contracted with Jones Edmunds to evaluate various alternative routes to supply the NFMIP with potable water for the near future demand (See Water Main Routing Study Technical Memorandum (TM), dated May 7, 2021). Based on the findings presented in the TM, the City has decided to proceed with Alternative 5A. Alternative 5A consists of roughly 5,800 linear feet of 24-inch water main to be constructed from the Price Creek Water Treatment Plant to the approximate property line of the proposed NFMIP (see attached Route Alternative 5 Map).

Jones Edmunds is pleased to provide the following scope for this project, which includes surveying, engineering, permitting, and limited construction phase services.

SCOPE OF SERVICES**TASK 1 – PROJECT MANAGEMENT AND KICKOFF MEETING****PROJECT INITIATION AND MANAGEMENT**

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City's goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the contract.

KICKOFF MEETING WITH CITY PERSONNEL

Jones Edmunds will conduct a virtual kickoff meeting with the City. During the kickoff meeting, the following will be discussed:

- Key issues and confirmation of the City's objectives and expectations related to the project.
- Availability of information to be used in the preliminary engineering services.
- Refine overall project objectives and project schedule.

TASK 2 – PRELIMINARY DESIGN

Jones Edmunds will provide the following preliminary design and engineering services before obtaining the topographic survey and developing the detailed design drawings and specifications. The purpose of this task will be to evaluate the proposed water main route based on a site visit and walk-through of the route and to assess the available geographic information system (GIS) data.

This task will include the following:

- **Wetland Delineation and Listed Species Assessment.** Jones Edmunds will delineate jurisdictional wetlands and surface waters along the proposed route and locate key flags using a handheld global positioning system (GPS) unit prior to mobilization of the survey subcontractor. A preliminary wetland and surface water delineation map will be generated and provided to a registered surveyor to locate as part of the topographic survey. This effort will include a listed species assessment.
- **Existing Data Collection and Review.** Review available GIS data such as existing infrastructure geodatabases, County parcel data, recent high-resolution aerial imagery, National Wetland Inventory data, and LIDAR elevation data as available.
- **Site Visit.** Perform a walking site visit of the proposed route to identify potential utility conflicts, assess general site conditions such as traffic and special considerations, visualize potential constructability challenges, and develop recommendations for the side of the road for the pipe.
- **Develop Preliminary Layout.** Develop 10% preliminary design-level GIS figures of the proposed water main route, indicating the recommended side of the road for the pipeline and location of potential trenchless installations (either by horizontal directional drill (HDD) or jack and bore). Preliminary design figures will also note any potential easements the City may need to acquire.

Once the preliminary figures are developed, Jones Edmunds will host a design review workshop with the City to discuss the proposed route before providing the surveyor and geotechnical subconsultants their Notice to Proceed (NTP). Items discussed and agreed to during the design review workshop will be incorporated into the Final Design.

Deliverables: One electronic PDF copy of the preliminary design figures, a GIS shapefile of any delineated wetland boundaries, and the design review meeting minutes will be provided to the City.

TASK 3 – PUBLIC OUTREACH

Jones Edmunds will assist the City with conducting one public meeting focused on the proposed project route. The purpose of the meeting will be to inform and engage the public regarding the new water main and to discuss projects at the airport and the college that may impact the final design. Jones Edmunds will coordinate with City staff and assist with public presentations and discussions. This task will include the following:

- Prepare exhibits and drawings to show the general layout of the work proposed.
- Furnish additional information about the project design required for public education.

Jones Edmunds will also prepare one presentation to give before Council when the 90% design submittal is complete.

Deliverables: Exhibits and drawings of general layout (submitted in PDF format to City, poster-size printouts provided for meetings); informational handouts and attendance sheets for meetings; PowerPoint presentation for Council meeting.

TASK 4 – SURVEYING

Jones Edmunds will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the proposed water main route in support of the design. The topographic survey will meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 of the Florida Administrative Code (FAC), Section 472.027 of the Florida Statutes. The survey will include the following:

- Task I – See the attached Route Alternative 5A map. The PLS will survey a 50-foot-wide corridor along this route which will be developed into the base map for the construction plans/documents. This task will include:
 - Based on Task 2 Preliminary Design, provide design-level survey services for a 50-foot corridor along one side of the road and through a portion of Suwannee River Water Management District (SRWMD) property, from the Price Creek Water Treatment Plant to the approximate property boundary of the proposed NFMIP site.
 - Determine the right-of-way for the primary roadways and intersecting roadways to the return radius.
 - Locate aboveground improvements and utilities.
 - Locate underground drainage and sewer facilities with pipe size, material, and elevation.
 - Locate wetland delineation flags placed by Jones Edmunds staff.
 - Create a survey baseline for both primary roads.
 - Set control points with x, y, and z at 500-foot intervals.
 - Locate utility designations and test holes data performed as part of Task II.
- Task II – Provide Subsurface Utility Designation and Verification (Test Holes):
 - Horizontally locate and field mark (paint and/or flags) public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation along the selected project route.

- Coordinate obtaining Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
- Expose the subject utilities by using non-destructive vacuum excavation methods at up to six (6) specific locations.
- Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives.
- Reference each test-hole location to a minimum of three visible physical features to enable these data to be added to the base map and enable future recovery.

Deliverables: One paper copy and one electronic PDF copy of the final survey signed and sealed by the PLS will be provided to the City.

TASK 5 – GEOTECHNICAL SERVICES

Jones Edmunds will authorize a professional geotechnical engineering subconsultant for this project. The geotechnical investigation is expected to include the following:

- Four, 10-foot-deep hand auger borings spaced at approximately 1,200-foot intervals along the proposed water main route.
- In addition, based upon the Preliminary Design route, one boring adjacent to wetlands may be performed utilizing Standard Penetration Test (SPT) methods to a depth of 25 feet to be used for horizontal directional drill layout and design.

The subsurface investigation will occur when the approved preliminary design is in place, and borings will be conducted at the selected locations along the proposed route.

A geotechnical report summarizing the following will be provided:

- Classifying representative soil samples including percent soil fines (sieve determinations), organic content, natural moisture determination, and Atterberg limit tests.
- Water-table levels found during exploration and the seasonal high-water level for each boring.
- Recommendations for suitability of soils for trenchless pipe installations.
- Recommended subgrade preparation for the proposed water main.

Deliverables: One paper copy and one electronic PDF copy of the final geotechnical report will be provided to the City.

TASK 6 – CONSTRUCTION DOCUMENTS

Task 6 will consist of two submittals – 90% Design and Final Design. Each design submittal will include design Drawings, Technical Specifications, and an Engineer’s Opinion of Probable Construction Cost (EOPCC).

The Drawings will use Jones Edmunds’ presentation standards. The City-provided standard details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our fee estimate.

The Water Main Plan and Profile sheets will be prepared at the following scales:

- Horizontal: 1 inch = 20 feet (full-size sheets, 22-x-34-inch); and 1 inch = 40 feet (half-size sheets, 11-x-17-inch).
- Vertical: 1 inch = 4 feet (full-size sheets, 22-x-34-inch);

Drawing No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Key Map
G-3	General Notes
G-4	Legends and Pipe Schedule
C-1 to C-11	Water Main Plan and Profile
C-12 to C-15	Civil and Utility Details
C-16 to C-20	Erosion and Sedimentation Control Plan, Notes, and Details

The Specifications will be prepared using Jones Edmunds' standard Construction Standards Institute 16-division format using 2018 EJCDC Front-End Documents and Technical Specifications. Jones Edmunds will customize the Technical Specifications based on comments from the City.

90% DESIGN SUBMITTAL

Jones Edmunds will prepare a 90% Design Submittal to the City for review and comment. The 90% Design Submittal will present the proposed complete design pending the City's comments and will include Drawings, Front-End Documents, Technical Specifications, an EOPCC, and permit application packages.

The EOPCC accuracy range will be Class 1 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting with the City to discuss and obtain the City's comments. Changes agreed to at the meeting will be incorporated into the Final Design Submittal documents.

90% Deliverables: Jones Edmunds will provide electronic PDF copies of the 90% Drawings, Technical Specifications, and EOPCC to the City. Jones Edmunds will also provide hardcopies of the permit application packages for signature by the City, after which Jones Edmunds will coordinate submittal to the appropriate permitting agency. Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by email. The meeting minutes will include key decisions made and action items discussed during the meeting.

FINAL DESIGN SUBMITTAL

After the 90% design review meeting, Jones Edmunds will incorporate the City's review comments into the Final Design Submittal and issue the Final Design Submittal. The Final

Design will be completed after obtaining all approved permits described in Task 6. The Final Design Submittal will include the Drawings, Front-End Documents, Technical Specifications, a final EOPCC, and approved permit application package(s).

Final-Deliverables: Jones Edmunds will provide two paper copies and one electronic copy (PDF and/or CAD format) of the Final Design Submittal to the City. Jones Edmunds will also provide final copies of raw ArcGIS and AutoCAD data collected and developed.

TASK 7 – PERMITTING ASSISTANCE

Jones Edmunds will provide the permitting services described below. All permit applications will be submitted based on the 90% Design Submittal.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs

Jones Edmunds will prepare and submit FDEP Form 62-555.900(7) Alternate, Notice of Intent to use the General Permit for Construction of Water Main Extension for PWSs and respond to up to one Request for Additional Information (RAI). We assume that the City will not have to pay the permit application fee of \$650.00 per City's Reduction or waiver of permit processing fee agreement with the State.

As part of this FDEP permit application, we assume that the City will provide flow data to Jones Edmunds for our review as necessary to complete the permit application. Hydraulic modeling of the water system is not included in this Scope of Services.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GENERAL ENVIRONMENTAL RESOURCE PERMIT

Jones Edmunds will prepare and submit FDEP Form 62-330.060(1), F.A.C. (June 1, 2018) for a General Environmental Resource Permit and, if necessary, a Section 404 General Permit. We assume that the City will pay the permit application fee of \$100.00 per City's Reduction or waiver of permit processing fee agreement with the State. Jones Edmunds will coordinate and attend on on-site field meeting with FDEP to review the flagged wetland lines, if required, and will respond up to one RAI per application.

COLUMBIA COUNTY PUBLIC WORKS RIGHT-OF-WAY PERMIT

Jones Edmunds will apply to Columbia County Public Works Department for a Right-of-Way Utilization permit and respond to up to one RAI. The City will pay any review/application fee. Comments from Columbia County will be incorporated by Jones Edmunds into the Final Submittal.

Deliverables: Jones Edmunds will provide one hard copy and one electronic PDF copy of each draft permit application to the City for review. The final permit applications will require City signatures. Jones Edmunds will collect the signed permit applications from the City and submit to the regulatory agencies. Electronic and hardcopies of all fully executed permits will be provided to the City.

TASK 8 – BIDDING AND LIMITED PROFESSIONAL SERVICES DURING CONSTRUCTION

BIDDING SERVICES

Jones Edmunds will assist the City during a proposed 45-day bidding and award process for the project as follows:

- Provide electronic Bid Documents in PDF format to the City. The City will advertise the project through ProcureNow; the City will distribute and maintain distribution records of Bid Documents to the prospective bidders and correspond with prospective bidders.
- Assist the City with one addendum to the Contract Documents. Verbal and written questions from prospective bidders will be first directed to the City. The City and Jones Edmunds will decide if issuing an addendum is required. Jones Edmunds will prepare responses to the bidders' questions to the City, prepare the addenda, and provide the addenda to the City for distribution. Contractor questions received less than 7 calendar days prior to bid opening will not be received by Jones Edmunds.
- Conduct one non-mandatory pre-bid meeting with prospective bidders, direct the meeting, and develop/issue any subsequent minutes or addenda associated with the pre-bid meeting.
- Review the bidders' cost proposals, prepare proposal tabulation, conduct reference and bond checks of the apparent low bidder, and develop a contract award recommendation letter.

CONSTRUCTION-ADMINISTRATION ASSISTANCE AND LIMITED OBSERVATION SERVICES

A 10-month construction schedule is proposed for this project, consisting of a 2-month submittal and material acquisition period and 8 months on site. Jones Edmunds' Limited Professional Services During Construction services are based on this 10-month construction schedule. The limited construction-phase services provided will consist of the following:

Submittal Review

Jones Edmunds will receive, log, review, and issue comments on project submittals, including administrative submittals (i.e., construction schedules and work plans), shop drawings, and product data for the materials to be incorporated into the project, warranties, samples, and O&M manuals. Jones Edmunds estimates approximately 20 submittals for this project. This Scope of Work includes an initial review and one resubmittal review for each submittal. Submittals will be returned to the Contractor within 14 calendar days if all deviations are not listed as requested on the project forms.

Site Visits

During construction, Jones Edmunds will visit the site to observe construction progress and review that the project work is progressing in general conformance with the Contract Documents. It is assumed that one of the site visits each month will be a progress meeting led by the Contractor. For this Task, we have planned up to 36 site visits to perform these services. If additional site visits are required, they can be performed on an as-needed, time/materials basis. It is assumed that the City will provide daily construction inspection services including completing daily logs and photographs of work completed.

Construction Project Closeout and FDEP Certification

Jones Edmunds will conduct one substantial completion site review with the City and the Contractor when the Contractor submits their request for substantial completion. We will prepare a punch list of items that need correction and completion. Final completion will be certified once the punch list items are completed.

Jones Edmunds will prepare the Certification of Completion (COC) documentation and submit to FDEP for clearance of the new water main. For the preparation of the COCs, we have assumed that the Contractor shall provide surveyor signed/sealed as-built drawings of the completed water main along with passing pressure testing and bacteriological testing results.

SCHEDULE

Jones Edmunds will begin work on this project upon receipt of a signed contract and NTP from the City. The schedule for this project will be based on the negotiated agreement between the City and Jones Edmunds. Preliminarily, the project tasks are estimated to be completed as follows:

Task	Calendar Days	Calendar Days from NTP
Task 1 – Project Management and Kickoff Meeting	14	14
Task 2 – Preliminary Design	45	60
Task 3 – Public Outreach	30	-
Task 4 – Survey	60	120
Task 5 – Geotechnical Services	30	120
Task 6-1 – Construction Documents – 90%	60	180
Task 6-2 – Construction Documents – Final	45	225
Task 7 – Permitting Assistance & Wetland Delineation	60	240
Task 8 – Limited Professional Services during Construction	10 months	-

Note: The above schedule assumes 14-day client review times and that the permits will be received within 60 days from submittal of the permit applications.

PROPOSAL CLARIFICATIONS

The following clarifications are assumptions, exclusions, or conditions to this Scope of Services. Excluded items may be provided by Jones Edmunds with written authorization via a contract amendment.

- The water main pipe size will be based on the noted Technical Memorandum dated May 7, 2021.
- No residential and/or commercial service connections will be added to the new water main.
- This project will not require design or permitting of stormwater systems.

- The project will not require modifications to existing roads other than minor replacement in kind for limited roadway sections impacted by the pipeline installation.
- The project will not require modifications to the water treatment plant other than the water main connection point.
- Delineated wetland boundaries, if available, will be provided by the City or adjacent landowner(s).
- The proposed scope assumes that wetland impacts will be avoided by following existing trail/timber roads, and therefore an Individual ERP will not be required. If the design requires alternate construction methods which will result in wetlands impacts, Jones Edmunds can provide additional design services under separate scope and fee.
- Wetland mitigation and associated permitting is excluded from this Scope of Services.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Services.
- The project includes no known areas that are contaminated by low-molecular-weight petroleum products or organic solvents.
- Permitting services other than those described herein are excluded from this Scope of Services.
- RAIs from permitting agencies will not result in changes to the pipeline route/alignment or construction methods.
- All permit application fees will be paid by the City.
- If Section 404 permitting is required permit issuance may take longer than 60 days; construction will not be allowed to begin until all appropriate permits are received.
- The City will coordinate with the County and other necessary parties on any activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisition.
- Gopher tortoise survey and Temporary Exclusion Permits are excluded from this Scope of Services. Jones Edmunds can provide these services under separate scope and fee if necessary.
- The City will acquire all required easements/properties, legal descriptions, and official boundary surveys. Professional services related to these activities are excluded from this Scope of Services.
- The City will provide full-time resident observation for the project and will review and approve all pay requests. These services are not included in this Scope of Services.

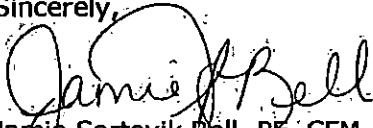
COMPENSATION

In accordance with our Contract for Consulting Engineering Services, Jones Edmunds proposes to perform the Scope of Services as described herein on a lump-sum fee, percent-complete basis as follows:

Task	Cost
Task 1 – Project Management and Kickoff Meeting	\$17,500
Task 2 – Preliminary Design	\$21,800
Task 3 – Public Outreach	\$7,200
Task 4 - Surveying	\$38,700
Task 5 – Geotechnical Services	\$9,900
Task 6 – Construction Documents (90% and Final Design)	\$65,800
Task 7 – Permitting Assistance	\$13,300
Task 8 – Bidding and Limited Professional Services During Construction	\$93,800
Total	\$268,000

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to the City of Lake City and looks forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact me at 352-377-5821 or jsbell@jonesedmunds.com.

Sincerely,


Jamie Sortevik Bell, PE, CFM
Engineer

Y:\08504 Lake City\Opportunities\2021_Proposals\95110-205-21-NFMIP-24-Inch Water Main\ScopeFee-design_jsb.docx

Figure 1 Route Alternative 5A and 5B



The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 22, 2022 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Todd Sampson

ROLL CALL

Mayor/Council Member
City Council

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

Stephen M. Witt
Jake Hill, Jr. – Tardy
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Jr.
Paul Dyal – absent
Interim Chief Gerald Butler
Audrey Sikes

PROCLAMATIONS – None

MINUTES

1. February 7, 2022 Regular Session

Mr. Sampson made a motion to approve the February 7, 2022 regular session minutes as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mr. Jefferson made a motion to approve the agenda as presented. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

PERSONS WISHING TO ADDRESS COUNCIL

- Kurt Ruppert
- Dr. Chris Esing & Leila Williams
- Shawn Holmgren

APPROVAL OF CONSENT AGENDA

2. On February 7, 2022 City Council voted to appoint Mr. James Carter to the Planning and Zoning Board. City Council Resolution 2022-020 - A resolution of the City Council of the City of Lake City, Florida, appointing James Carter to serve as a member on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board; and providing an effective

date. **Mr. Sampson made a motion to approve the consent agenda as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

PRESENTATIONS

3. Citizens Police Academy Alumni presentation to Lake City Fire Department

The Citizens Police Academy Alumni President, Ernie Ursomarso presented the Lake City Fire Department with a plaque in memory of Chief Randy Burnham.

4. Dr. Christopher M. Esing - Requesting permission to erect a historic marker in Olustee Park.

Dr. Esing requested to erect a historic marker in the war monument section of Olustee Park and reported the donations he collected would cover expenses. He stated his target date would be either Memorial Day or Veteran's Day.

Mr. Sampson stated he was in favor of this and bringing it forward as an action item.

5. Annie Mattox Board President Ms. Lawanda Austin and Board Member Mr. Sylvester Warren, funding request for Annie Mattox Park.

Mr. Warren gave a presentation to members and provided a handout.

Interim Chief Butler reported the lighting and security cameras would be priority.

Mr. Sampson stated he was in favor of security cameras with Mr. Jefferson agreeing, and stating he was in favor of a holistic approach from end to end on the downtown area.

Mr. Koberlein reported this must be added on as an emergency item if action is to be taken.

PUBLIC COMMENT:

- Vanessa George
- Ja'Darrious Bowles
- Ja'Darrean Bowles
- Conrad Wallace
- Robin George
- Shomeri Bowden
- Travis George
- David Day
- Ray Keen
- Davion Jones
- Chevella Young
- Glenel Bowden
- Shawn Holmgren
- Sylvester Warren

Mayor Witt stated he would like to see a license agreement, Mr. Jefferson concurred.

Mr. Hill apologized for being tardy but stated he was in support of funding.

A proposed license agreement is to be presented at the next meeting for consideration.

6. Mr. Sylvester Warren, funding request for North downtown projects.

Mr. Sampson made a motion to put the request for funding the North Downtown Project on the agenda as an emergency action item. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

Mr. Sampson made a motion to authorize an allocation of up to \$50,000.00 for the project (trashcans, benches, pavers and concrete, relocation of Welcome to Downtown Sign, antique lights, easement); and to instruct administration to move forward with the relocation of the Welcome to Downtown Lake City sign and relocation of the Historic District sign. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

7. Mr. Sylvester Warren, funding request for Skateboard Park Project

Mr. Warren presented his request for funding for the Skateboard Park Project.

Members concurred to add the demolition of the old pool building onto the next agenda as a discussion and possible action item. Members also discussed combining the request for a Skateboard Park Project into the Memorial Stadium Project.

OLD BUSINESS

Ordinances – None

Other Items

8. Mr. Zack Paulk, Columbia County Quarterback Club President, uniforms and equipment sponsorship request.

Mr. Paulk reported no Columbia High School Varsity games can be played at Memorial Stadium. However, maybe some Junior Varsity games such as purple

and gold could be played there. Mr. Paulk requested \$20,000.00 for a uniform and equipment sponsorship. He reported this could be split over fiscal years.

Due to non-appropriation the members could only pledge funding for this fiscal year. Members concurred for Mr. Paulk to request additional funding during the budget cycle for the equipment sponsorship request.

Mr. Sampson made a motion to award \$5,000.00 in funding to the Columbia County Quarterback Club for a uniform and equipment sponsorship. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

9. Discussion and Possible Action - City Manager Position

Renee Narloch with Narloch & Associates attended the meeting via Zoom and updated members on the City Manager search. She stated she would provide another update in two weeks.

Mr. Hill stated he did not want to consider any candidate looking at other job opportunities.

PUBLIC COMMENT: Stew Lilker

10. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Stephen Witt)

Mayor Witt reminded members there was still need for a Fire Pension Board Appointee.

11. Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt)

Application received on 2-11-2022 via email from Sean McMahon.

Application received on 2-15-2022 via email from Ann McKellum.

Application received on 2-17-2022 via email from Keith Hatcher.

Note: If applicants are considered for appointment, council will need to determine what office designation to fill. Listed below are the two vacancies: Unexpired one (1) year term of Daniel Adel that is set to expire on October 31, 2022.

Three (3) year (vacant) term that is set to expire on October 31, 2024.

Mr. Sampson made a motion to nominate and approve Sean McMahon and Ann McKellum to the Planning and Zoning Board. The motion provides

Sean McMahon to be appointed to the unexpired one (1) year term of Daniel Adel that is set to expire on October 31, 2022; and for Ann McKellum to be appointed to a three (3) year (vacant) term that is set to expire on October 31, 2024. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

12. Discussion and Possible Action - Police Officers Pension Board Appointee (Mayor Stephen Witt)

Mayor Witt reminded members there was still need for a Police Officers Pension Board Appointee.

13. Discussion and Possible Action - Determine if City is moving forward with the Bell Street Wastewater Improvements Project and 5A Water Main Project and if so, how to fund both task assignments. Both projects were approved by City Council on October 18, 2021 via City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150. At the time of approval funding was not identified. (Interim City Manager Paul Dyal)

Mr. Sampson made a motion to approve funding for the engineering of the projects identified in City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150 in the amount of \$403,000.00. The motion identifies restricted ARPA funds as the funding source. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

14. Discussion and Possible Action - Application process for Senior Housing Rehabilitation Project (Council Member Todd Sampson)

Mr. Sampson would like to set aside \$250,000.00 in funding and to let the County utilize their funds first.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson would like to see the City Program be more inclusive to be able to bring properties up to code.

Mr. Sampson made a motion to refer back to administration to come up with the correct application for this purpose. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

Members concurred, if possible, to place a link on the City's website to the County's application for the Senior Housing Rehabilitation Project.

15. Update - Camera System Upgrade for City owned properties (Information Technology Director Matt Benedetti)

Mr. Benedetti updated members on options for the Citywide camera system upgrade, and recommended option one. He reported this upgrade would take 3-4 months.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson made a motion to move forward with Option 1 at the next meeting, and to have a proposal for park locations. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

NEW BUSINESS

Ordinances – None

Resolutions

16. City Council Resolution No. 2022-021 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$1,408,566.00 in the reimbursable costs associated with the construction of utilities at the State Road 47 and Interstate 75 Interchange; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-021, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$1,408,566.00 in the reimbursable costs associated with the construction of utilities at the State Road 47 and Interstate 75**

Interchange. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

17. City Council Resolution No. 2022-022 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$475,000.00 in reimbursable costs associated with the connection of the Casey Jones RV Park to the City's Wastewater Utility System; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-022, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection, and providing for the acceptance of a grant award of up to \$475,000.00 in reimbursable costs associated with the connection of the Casey Jones RV Park to the City's Wastewater Utility System. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

18. City Council Resolution No. 2022-023 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Seven to the Continuing Contract with Mittauer & Associates, Inc., a Florida corporation; providing for engineering services related to the City's 120 acre wetland and the identification of additionally potential effluent disposal sites; providing for the submission of a plan of action to the Florida Department of Environmental Protection; providing for a cost not-to-exceed \$79,500.00; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-023, authorizing Task Assignment Number Seven to the Continuing Contract with Mittauer & Associates, Inc., a Florida corporation; providing for engineering services related to the City's 120 acre wetland and the identification of additionally potential effluent disposal sites; providing for the submission of a plan of action to the Florida Department of Environmental Protection, and providing for a cost not-to-exceed \$79,500.00. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

Other Items

19. Discussion and Possible Action - Approval to move forward on eminent domain on property to be used for parking at Sallie Mae Jerry Park (Mayor Stephen Witt)

Note: The Community Redevelopment Advisory Committee met on February 8, 2022 and recommends to the City Council moving forward with eminent domain on the lot across from Sallie Mae Jerry Park.

After discussion, members concurred to direct administration to start the process.

PUBLIC COMMENT: Sylvester Warren

20. Discussion - Digital sign corner of Marion and Long Street (Mayor Stephen Witt)

Mayor Witt reported this needed to go back to the Community Redevelopment Agency to get finalized.

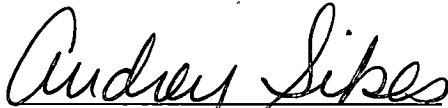
DEPARTMENTAL ADMINISTRATION – None

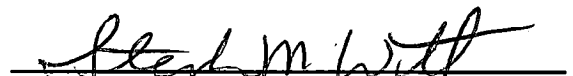
COMMENTS BY COUNCIL MEMBERS

Mr. Hill apologized for being tardy.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 9:14 PM on a motion made and duly seconded.


Audrey Sikes, MMC City Clerk


Stephen M. Witt, Mayor/Council Member

File Attachments for Item:

9. Discussion and Possible Action - City Parks Camera (Presenter: Matt Benedetti, Information Technology Director)

Lake City Parks Camera Project

- **Annie Mattox:**
 - Provide, install, and program ruggedized high temp rated server.
 - Provide, install, and program cameras and wireless modem
 - Provide any required local connectivity cabling.
 - City will need to provide pole in center of park and power to install equipment.
- **Lake Montgomery:**
 - Provide, install, and program ruggedized high temp rated server.
 - Provide, install, and program cameras and wireless modem
 - Provide any required local connectivity cabling.
- **Youngs:**
 - Provide, install, and program ruggedized high temp rated server.
 - Provide, install, and program cameras and wireless modem
 - Provide any required local connectivity cabling.
- **Sally Mae Jerry:**
 - Provide, install, and program ruggedized high temp rated server.
 - Provide, install, and program cameras and wireless modem
 - Provide any required local connectivity cabling.

Total Cost of Project:

\$80,667.37

File Attachments for Item:

10. Discussion and Possible Action - Composition of Utility Advisory Committee (Presenter: Council Member Todd Sampson)

Reference Materials Provided: City Council Resolution No. 2021-049, Composition of Utility Advisory Committee and City Council Ordinance No. 2021-2178 Composition, Function, Responsibilities of Committees

CITY COUNCIL RESOLUTION NO. 2021-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING MEMBERS TO SERVE ON THE UTILITY ADVISORY COMMITTEE TO THE CITY COUNCIL, AS CREATED BY THE CODE OF THE CITY OF LAKE CITY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the "City") created and established the composition of the Utility Advisory Committee (hereinafter the "Utility Committee"); and

WHEREAS, the Utility Committee has been created to study, evaluate, and recommend to the City Council the various services and facilities needed to provide the citizens of the City the most efficient and effective government; and

WHEREAS, the Utility Committee shall consist of two City Councilmembers, together with non-Councilmembers, each of which are to be appointed by the Mayor with the consent and approval of the City Council; and

WHEREAS, members of the Utility Committee are to be appointed for a two-year term; and

WHEREAS, having considered the foregoing the Mayor nominated individuals to the Utility Committee, all of whom were not approved at the City Council's meeting held on March 29, 2021; and

WHEREAS, the Mayor and Councilmembers reached an agreement at the City Council meeting held on March 29, 2021, that identified individuals and individuals holding certain positions with both the City and Columbia County, Florida governments would be appointed to the Utility Committee; and

WHEREAS, the City Council finds that the best interests of the City are served by the appointment of the following individuals to the Utility Committee for a term expiring at midnight on September 30, 2022:

- (a) Councilmembers:
 - i. Councilmember Todd Sampson, Chairperson
 - ii. Councilmember Eugene Jefferson

- (b) Non-Councilmembers:
 - i. City Manager of the City of Lake City
 - ii. Executive Director of Utilities of the City of Lake City
 - iii. County Manager of Columbia County, Florida

- iv. Director of Economic Development of Columbia County, Florida
- v. a County Commissioner to be appointed by the Board of County Commissioners of Columbia County, Florida
- vi. a County Commissioner to be appointed by the Board of County Commissioners of Columbia County, Florida

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and adopted and are hereby made a part of this resolution.

Section 2. The individuals identified in the recitals are appointed to serve on the Utility Committee and shall serve until midnight on September 30, 2022.

Section 3. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council on the 29th day of March 2021, and subsequently reduced to writing.

CITY OF LAKE CITY, FLORIDA

By: Stephen M. Witt
Stephen M. Witt, Mayor

ATTEST:

By: Audrey E. Sikes
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: F. L. Koberlein, Jr.
Frederick L. Koberlein, Jr.,
City Attorney

ORDINANCE 2021-2178

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING CHAPTER 2, ARTICLE 2, OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AMENDMENTS TO THE RULES OF MEETINGS OF THE CITY COUNCIL AND SPECIAL STANDING COMMITTEES; PROVIDING FOR AMENDMENTS TO THE COMPOSITION, FUNCTIONS, AND RESPONSIBILITIES OF VARIOUS SPECIAL STANDING COMMITTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted rules of its meetings in 1968, and said rules were codified in the City Code of Ordinances and from time to time said rules have been amended; and

WHEREAS the City Council finds that it is in the best interests of the citizens of the City of Lake City that the rules of meetings be updated; and

WHEREAS it is the intent of the City Council that its rules fully provide its deliberations and actions be conducted and taken openly in order that the members of the public may be fully informed; and

WHEREAS it is the intent of the City Council that it provide universal rules for the meetings of the City Council and its Special Standing Committees; and

WHEREAS it is the finding of the City Council that the members of the public must be fully informed if they are to be intelligently advised as to the conduct of public business by the Council; and

WHEREAS the City Council further finds that it is in the best interests of the City to find and provide opportunities for the public to be heard on propositions before the Council; and

WHEREAS the City Council further finds that it is in the best interests of the citizens of the City of Lake City to minimize the expenses and delays associated with future amendments to the rules of meetings.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA AS FOLLOWS:

Section 1. The above recitals are true and accurate and adopted and incorporated herein.

Section 2. The following Sections of Chapter 2, Article 2 of the City Code of Ordinances titled "City Council" which pertain to rules of meetings are amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Article II. City Council

Section 2-31 ~~Regular m~~ Meetings of the City Council

- (a) The City Council shall determine and establish by ordinance or resolution the rules governing its own proceedings and the time and place for holding its meetings.
- (b) The presiding officer of the city council shall be the mayor or, in his or her absence, the vice-mayor. The presiding officer, or a majority of the city council shall preserve strict order and decorum at all regular and special meetings of the council.
- (c) Before proceeding with the business of the city council, the city clerk shall call the roll of the councilmembers, the city manager, the city attorney, and the sergeant-at-arms.
- (d) Every question coming before the city council shall be stated and the decision of the council shall be announced.
- (e) Unless a councilmember declares a conflict, his or her silence shall be recorded as an affirmative vote.
- (f) The presiding officer shall vote on all questions; the presiding officer shall be the last name called on the roll.
- (g) The presiding officer shall sign all ordinances and resolutions adopted by the council during the officer's presence. The city clerk and city attorney shall also sign as appropriate.
- (h) The city clerk, or a designee, shall be present at all meetings of the city council and shall keep a record of the council proceedings as required by law. The city clerk shall also enter in full all ordinances and resolutions in an ordinance book and a resolution book, provided and kept for those purposes. Said books may be maintained electronically and shall be public records. Furthermore, the city clerk shall cause all ordinances to be codified in the Code of Ordinances.
- (i) ~~(a)Time. T~~ Unless otherwise duly scheduled and properly noticed, the city council shall hold regular meetings on the first and third Monday of each

month, commencing at 6:00 p.m., ~~or at such other hour of said day as may be designated by the mayor or written notice given to the council members, city manager, city clerk, city attorney and local news media at least 24 hours prior to said meeting.~~ However, when the day fixed for any regular meeting of the city council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day that is not a holiday without further notice.

- (j) ~~(b)~~ *Place.* All regular or special meetings of the city council shall be held in the city council's chambers at the City Hall in Lake City, Florida, or at such other location anywhere, within Columbia County, Florida, as may be designated by the caller of the meeting in the notice calling the meeting.

Section 2-32. - Special meetings.

The mayor, the city manager or three or more councilmembers ~~of the city council~~ may call special or emergency meetings of the council; provided, however, that each councilmember shall be given reasonable at least 12 hours' written notice. ~~Such~~ which notice shall be served personally upon each councilmember: personally, electronically, or left at his or her usual place of residence. ~~Whenever practicable, each member shall receive 12 hours' notice.~~ The notice calling the special meeting shall state the date and hour of the meeting and the purpose for which such meeting is called, and no business shall be transacted at such meeting, except such as is stated in the notice.

Section 2-33. Meetings open to public.

Except as specifically permitted by law, all ~~All~~ meetings of the city council shall be open to the public, and ~~any visitors~~ the public shall have access to the minutes and records of such meetings at all reasonable times.

Section 2-34. - Agenda.

All reports, communications, ordinances, resolutions, contract documents, or other matters to be submitted to the city council shall, ~~at least six business hours prior to each council meeting,~~ be delivered to the city clerk, whereupon the city clerk shall immediately arrange a list of such matters according to the order of business, the Agenda, and furnish each councilmember, of the city council the city manager, and the city attorney with a copy of the Agenda prior to the council meeting ~~and~~ as far in advance of the meeting as time for preparation will permit. No matter shall be considered by the city council at any meeting unless it shall have been first submitted to the city clerk and placed upon the Agenda as provided in this section; ~~unless, for emergency matters,~~ such requirement is waived by the unanimous consent of the councilmembers.

~~□ Sec. 2 35. Presiding officer.~~

~~□ (a) The presiding officer of the city council shall be the mayor or, in his absence, the vice mayor. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the council. He shall state every question coming before the city council, announce the decision of the council on all subjects and decide all questions of order, subject, however, to an appeal to the council, in which event a majority vote of the council shall govern and conclusively determine such question of order. He shall vote on all questions, his name to be called last. He shall sign all ordinances and resolutions adopted by the council during his presence.~~

~~(b) In the event of the absence of the mayor, the vice mayor shall sign ordinances or resolutions as then adopted.~~

~~□ Sec. 2 36. Call to order; presiding officer.~~

~~□ The mayor, or in his absence, the vice mayor shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the council to order. In the absence of the mayor, the mayor may appoint one of the other members of the council as vice mayor during his absence. If the mayor fails to appoint a vice mayor to preside during his absence, the remaining members of the council shall select and designate one of the councilmembers to act as mayor during the absence of the mayor. The vice mayor shall preside at the meetings and shall assume all the duties of the mayor during the mayor's absence.~~

~~Section. 2 37. Roll call.~~

~~Before proceeding with the business of the city council, the city clerk shall call the roll of the members, and the names of those present shall be entered in the minutes. The roll call shall include the city attorney and sergeant at arms.~~

~~Section. 2-38. - Quorum.~~

~~Three councilmembers of the city council shall constitute a quorum at any regular or special meeting of the city council. In the absence of a quorum, the presiding officer may, or shall, at the insistence of any plurality of the councilmembers present, adjourn the meeting from day to day until such time as a quorum may be present. A councilmember of the city council may be compelled to attend any meeting of the council upon unanimous vote of those attending the meeting. The presiding officer shall instruct the chief of police sergeant-at-arms or his the designated officer to bring such absent councilmember or councilmembers to said meeting forthwith; provided, however, that no councilmember shall be compelled to attend any meeting if such councilmember is sick or ill or otherwise incapacitated and unable to physically be present.~~

Section. 2-39. - Order of business.

~~Promptly a~~ At the hour set by the city council, ~~for on the day of~~ each regular or special meeting, the councilmembers of the city council, the city manager, the city clerk, the city attorney, and the sergeant at arms chief of police shall take their regular stations ~~in the council chambers~~ at the meeting site, and the business of the council shall be taken up for consideration and disposition. ~~in the following order: The Agenda prepared by the city clerk in accordance with Section 2-34 shall initially be considered as the order of business. It may be amended as necessary or appropriate prior to adoption by the council.~~

~~(1) Roll call.~~

~~(2) Approval of minutes of previous meeting.~~

~~(3) Petitions, remonstrances and communications.~~

~~(4) Introduction and adoption of resolutions and ordinances.~~

~~(5) Report of department heads and committees.~~

~~(6) Unfinished business.~~

~~(7) New business.~~

~~(8) Miscellaneous.~~

~~(9) Appropriations.~~

~~(10) Adjournment.~~

Section. 2-40. - Reading of minutes.

Unless a reading of the minutes of a council meeting is requested by a councilmember of the council, such minutes may be approved without reading, ~~if the city clerk has previously furnished each member with a synopsis thereof.~~ At least three days prior to each meeting, the city clerk shall furnish each councilmember of the city council and the city attorney with a copy of the minutes of the preceding meeting.

Section. 2-41. - Rules of debate.

(a) Debate from chair. The mayor or vice-mayor or such other councilmember of the city council as may be presiding may move, second and

debate from the chair, subject only to such limitations of debate as are by these rules imposed on all councilmembers and shall not be deprived of any of the rights and privileges of the councilmember by reason of being his acting as the presiding officer.

(b) Getting the floor; improper references to be avoided. Every councilmember desiring to speak shall address the chair, and, upon recognition by the presiding officer, shall confine ~~himself~~ all comments to the question under debate, avoiding all personalities and indecorous language.

(c) Interruptions. A councilmember, once recognized, shall not be interrupted when speaking unless it be to call him or her to order, or as otherwise provided in this section. If a councilmember, while speaking, is called to order, ~~he~~ the councilmember shall cease speaking until the question of order be determined, and, if in order, ~~he~~ the councilmember shall be permitted to proceed.

(d) Privilege of closing debate. The councilmember moving the adoption of an ordinance or resolution or any motion shall have the privilege of closing the debate.

(e) Motion to reconsider. A motion to reconsider any action taken by the council may be made only on the day such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session of the council. Such motion shall be made by one of the prevailing side, but may be seconded by any councilmembers, and may be made at any time and have precedence over all other motions or while a councilmember has the floor; it shall be debatable. Nothing in this section shall be construed to prevent any councilmember of the council from making or remaking the same or any other motion at a subsequent meeting of the council.

(f) Remarks of councilmember; entry in minutes. A councilmember may request, through the presiding officer, the privilege of having an abstract of ~~his~~ the councilmember's statement on any subject under consideration by the councilmember entered in the minutes. If the city council consents thereto, such statement shall be entered in the minutes.

(g) Synopsis of debate; entry in minutes. The clerk may ~~be directed by the presiding officer, with consent of the council,~~ to enter in the minutes a synopsis of the discussion on any question coming regularly before the council.

(h) Rules of order. Except in conflict with the provisions of this section, Robert's Rules of Order, Newly Revised, shall govern the deliberations of the council.

Section. 2-42. - Addressing the council through presentation.

Any person desiring to address the council through presentation shall first notify the city clerk of such desire and state the purpose or matter he desires to bring before the council. The city clerk shall place the request upon the agenda under its proper heading of business, provided the person seeking to address the council has made his request of the city clerk ~~six hours~~ prior to the final completion of the Agenda. meeting; provided, however, that under the following headings of business, unless the presiding officer rules otherwise, any qualified person may address the council without securing such prior permission:

(1) Written communications. Interested parties or their authorized representatives may address the council or councilmembers by written communications at any time in regard to matters then under discussion.

(2) ~~Oral communications.~~

~~Taxpayers or residents of the city, or their authorized legal representatives, may address the council by oral communication on any matter concerning the city's business, or any matter over which the council has control; provided, however, that preference shall be given to those persons who may have notified the city clerk in advance of their desire to speak in order that the same may appear on the agenda of the council.~~

(3) ~~Reading of protests, petitions or communications. Interested persons or their authorized representatives may address the council by reading of protests, petitions, or communications relating to zoning, sewer and street proceedings; hearings on protests, appeals and petitions; or similar matters, in regard to matters then under consideration.~~

Section. 2-43. - Addressing the council after motion made.

After a motion is made by the council, no person shall address the council without first securing the permission of the presiding officer so to do.

Section. 2-44. - Public Participation; mManner of addressing council; time limit.

During the Public Participation portion of the meeting, any member of the public may address the city council concerning: an Agenda item, the city's business, or any matter over which the council has control. The address may include the reading of protests, petitions, or communications.

Each person addressing the council shall stand at the podium or take a seat in front of the council, shall give his or her name and address in an audible tone of voice for the records, and unless further time is granted by the council, shall limit his or her address to ~~15~~ 3 minutes. All remarks shall be addressed

to the council as a body and not to any councilmember or other individual. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a councilmember of the council, without the permission of the presiding officer.

~~Section. 2-45. — Silence constitutes affirmative vote.~~

~~Unless a member of the council states that he is not voting, his silence shall be recorded as an affirmative vote.~~

Section. 2-46. - Decorum.

(a) By councilmembers. While the council is in session, the councilmembers must preserve order and decorum, and a councilmember shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any councilmember while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise provided in this section.

(b) By persons. Except as specifically set forth herein, any member of the public making oral comments to the council shall abide by all rules of discussion and decorum applicable to councilmembers. Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while ~~addressing the council attending a meeting~~ shall be ~~barred~~ removed by the presiding officer from ~~further audience before the council the meeting~~, unless permission to continue is granted by a majority vote of the council.

Section. 2-47. - Enforcement of decorum.

The chief of police, or such members of the police department as ~~he~~ may be designated, shall be sergeant-at-arms of the council meetings. ~~He, or they,~~ The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to ~~place~~ remove from the meeting any person who violates the order and decorum of the meeting, ~~under arrest, and cause him to be prosecuted under the provisions of this article, the complaint to be signed by the presiding officer.~~ It shall also be the duty of the sergeant-at-arms to compel absent members of the council to attend any meetings upon instructions from the presiding officer or other members of the council as provided in this ~~section~~ Article.

Section. 2-48. - Special standing committees.

(1) Findings. The city hereby finds that it can best provide for the safety, welfare, health needs and development of the city and make the most effective

use of its powers and provide services and facilities to the community by creating and establishing various committees of city council-members and non-city council-members who shall study, evaluate and recommend to the city council the various services and facilities needed to provide the citizens of the city the most efficient and effective government. To that end, the following standing advisory committees of the city council are established:

a. Airport advisory committee.

1. There is hereby created and established an airport advisory committee (the "airport committee") which shall consist of two city councilmembers, together with ~~three~~ four non-council members, consisting of the city manager or their designee, ~~executive director of administrative services and the airport manager, and two additional non-councilmembers to be appointed by the mayor with the consent and approval by resolution of the city council.~~

2. Functions and responsibilities of airport committee. The airport committee shall:

i. Study, investigate, develop, assist, advise and recommend to the city council ~~on any and all~~ those matters pertaining to the needs of the airport and the promotion of the airport for both aviation~~al~~ and non-aviation~~al~~ purposes;

ii. Study the needs of and develop plans for the maintenance of all airport facilities including runways;

iii. Coordinate activities at the airport including special events, lease negotiations, landlord-tenant issues, Federal Aviation Administration and Florida Department of Transportation project activities;

iv. Coordinate the development and preparation of five-year work programs, airport master plans, timber management to avoid height obstructions; and

v. Provide city council with recommendations regarding airport master plans, obtain grants, budgeting, staffing, airport improvements, economic development of the airport industrial park and plans to promote the airport.

b. Beautification advisory committee.

1. There is hereby created and established a beautification advisory committee (the "beautification committee") which shall consist of two city

councilmembers, together with such non-council members appointed by the mayor with the consent and approval by resolution of the city council.

2. Functions and responsibilities of the beautification committee. The beautification committee shall:

i. Study, investigate, develop, assist, advise and recommend to the city council any and all matters pertaining to beautification, sanitation, environment and citizens' participation relating thereto;

ii. Advise and recommend plans to organizations and groups in the city and promote public interest in the general improvement of the appearance of the city;

~~iii. Participate with and serve as the city's representative on the joint city-county beautification committee;~~

~~iii~~ ~~iv~~. Develop plans and make preparations for the annual Florida Arbor Day, National Arbor Day (tree give away program), and for the City to be designated each year as Tree City USA;

iv ~~v~~. Prepare, locate sites, and install and erect appropriate "Welcome to Lake City" signs.

~~v~~ ~~vi~~. Initiate, promote and assist in the implementation of general community beautification.

~~vi~~ ~~vii~~. promote, cooperate with and coordinate the activities of individuals, agencies, organization and groups, public or private, whose plans, activities and programs bear on the appearance of the city.

~~vii~~ ~~viii~~. Prepare both general and specific proposals for improving the appearance of the city. such proposals may include suggested goals and standards for the aesthetic enhancement of the city or any part thereof, including public ways and areas, open spaces, and public and private buildings and projects.

viii ~~ix~~. Participate in appropriate ways in the implementation of such proposals. This participation may including making studies of the visual assets and liabilities of the community, including surveys and inventories of an appropriate nature, with particular attention to the appearance of properties along the major streets and thoroughfares of the city.

~~ix~~ ~~z~~. Develop and supervise programs of the city and citizens cooperation to protect and upgrade such properties, consisting of, but not limited to contacts and discussions with citizen groups, business groups and individuals to encourage cooperative improvement of the city's appearance.

~~3. The two council members of the beautification committee shall represent the city at the city county joint beautification committee, as it may exist from time to time.~~

c. Community redevelopment advisory committee.

1. There is hereby created and established a community redevelopment advisory committee (herein "CRAC") ~~of the city council,~~ which shall consist of the mayor, and one city council member ("council members"), a member ~~("county board member") representing the Columbia County Board of County Commissioners (the "county board"), a member ("chamber member") representing the Lake City Columbia County Chamber of Commerce (the "chamber member"), and seven and six~~ non-council members ("~~non council~~ public members"). The council members and ~~seven~~ six non-council members shall be appointed by the mayor by resolution with the consent and approval of the city council. ~~The county board member shall be a person designated from time to time in writing by the county board and whose designation shall be ratified and confirmed by resolution of the city council. The initial designated chamber member shall serve an initial term ending December 31, 2014. On January 1, 2015, and annually thereafter, the chamber member shall be the duly elected and acting president of the chamber whose name shall be certified to the city and whose designation shall be ratified and confirmed by resolution of the city council. The seven non council~~ six public members shall be either a resident of the city and/or operate a business in the city (preferably within the CRA area).

2. Functions and responsibilities of the community redevelopment advisory committee. The community redevelopment advisory committee shall:

i. study, investigate, develop, assist, advise and recommend to the city community redevelopment agency ("CRA") in all matters pertaining to the promotion and development of the city's commercial and residential CRA areas through use of tax increment financing ("TIF") funds.

ii. Advise and recommend plans to organizations and groups in the city and promote public interest in the general improvement of the appearance of the city.

iii. Study, develop, and recommend amendments to the CRA plan and for the expenditure and growth of CRA tax increment funds.

iv. Study, investigate, develop and recommend to the CRA various ways to promote the development of the city's downtown and neighborhoods, including, but not limited to, work with the beautification committee to resolve the on-going challenge of landscape maintenance and improvements of the appearance of major intersections in the city.

v. o study and recommend to the CRA amendments to the city codes and ordinances to address vacant and dilapidated housing, commercial buildings and unsightly vacant lots and developing a master list of such identifiable properties.

vi. Review and study of zoning and land use regulations relating to the downtown district and making recommendations to the planning and zoning board for amendments to the zoning regulations which would improve and promote new development in the downtown and CRA area.

vii. Perform periodic review of the community redevelopment plan and when appropriate submit recommendations to the CRA for changes.

viii. Make written recommendations to the CRA on plan implementation, including developing an annual work program, setting project priorities, and developing incentives to further CRA efforts.

ix. Hold public meetings for the purpose of receiving citizen input related to the CRA area and to report such information to the CRA.

x. Evaluate and provide recommendations to the CRA on the expenditure or use of local, state and/or federal funds for redevelopment activities within the CRA area.

d. Utility advisory committee.

1. There is hereby created and established the utility advisory committee (the "utility committee") which shall consist of two city councilmembers, together with non-councilmembers to be appointed by the mayor with the consent and approval by resolution of the city council.

2. Functions and responsibilities of the utility committee. The utility committee shall:

i. Study, investigate, develop, assist, advise and recommend to the city council ~~any and all~~ those matters pertaining to the city utility systems and referred to the utility committee by either the city manager or city council;

ii. Recommend from time to time to the city council action on establishing new kinds of utility services, preserving and expanding existing utility services, on the financial needs of the utility systems, on making any changes in the utility rates and charges and on making any changes in service which may be beneficial to the public;

iii. Initiate and review utility master planning efforts in the areas of water, sewer, natural gas and stormwater projects. Review and recommend approval of projects and requests for extension of water, sewer and gas lines for new development. Provide recommendations regarding major annual maintenance programs, i.e., lift station rehabilitation, leak detection programs, water tank refurbishment, systems enhancements, pilot programs to explore new or innovative operational techniques, utility standards, outside engineering proposals involving engineering services for water, sewer, gas and drainage projects.

iv. Except as otherwise provided for herein or in the City Code, the city council shall take no action with respect to making major improvements to the existing utility systems, extending and providing new developments and subdivisions with utility services, or make any changes in the utility rates and charges, without first receiving from the utility committee its recommendations relating to such changes.

(2) Appointment of advisory committee members. Except as otherwise provided for herein, both city council members and non-council members on each of the respective advisory committees created herein shall be appointed by the mayor with the consent and approval by resolution adopted by the city council. The mayor shall designate the chairperson, who shall be the committee presiding officer, of each of the respective advisory committees. Members of all advisory committees created herein shall serve without compensation.

(3) Mayor ~~to be~~ as ex-officio member of committees. The mayor may serve as an ex-officio member of each committee created in this section.

(4) Role of non-council advisory committee members. The role of the non-council members on each of the advisory committees shall be to act in an advisory

capacity to the councilmembers of each respective advisory committee with staff support, recommendations, suggestions and such data and information relating and pertaining to the functions, responsibilities and duties of the respective advisory committees to assist and help the city council members of the respective advisory committees in reaching prudent decisions and recommendations to city council and to the CRA as to the CRAC. Said members shall be entitled to make motions and vote on all matters coming before the respective advisory committees.

(5) Role of advisory committees. The role of each advisory committee created herein is advisory only and all of the recommendations and decisions of each respective advisory committee must be submitted in writing to the city council, or to the CRA as to the CRAC, for its discussions and considerations at a regular or special meeting and shall be subject to the approval or disapproval of or modification by the city council, or CRA as to the CRAC.

(6) Creation of additional committees. The city council may, from time to time, by resolution, establish and create additional advisory committees of the city council or other citizens' committees. The number of members, the purpose, function and responsibilities of any such additional committees or boards shall be stated in the resolution creating any additional committee. The members of any such additionally created committee shall be appointed by the mayor with the consent and approval by resolution adopted by the city council with one of such members being appointed chairperson thereof by the mayor.

(7) Term. Except as provided for herein, the members of each of the standing advisory committees herein created and established shall be appointed for a term of two years and, subject to being reappointed by the mayor may serve on an advisory committee for one or more consecutive terms. Members reappointed to serve on an advisory committee may be reappointed by the mayor with the consent and approval by resolution of the city council. Vacancies occurring on an advisory committee for reasons other than the expiration of terms shall immediately be reported to the city council. Vacancies shall be filled in the same manner that the original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant. ~~The initial members of each advisory committee shall be appointed for a period terminating September 30, 2013. Thereafter~~ The term of all members shall be for two years commencing October 1, 2013 of each year.

(8) Committee rules. Each advisory committee herein created and established shall abide by the rules for the city council meetings. Notwithstanding the foregoing, if necessary, a committee may adopt special rules for the transaction of its business, and shall keep minutes of its discussions, findings, and recommendations, all of which shall be open to public inspection. Robert's Rules of Order, newly revised, as amended from time to time shall govern the deliberations of each advisory committee.

(9) City attorney. The city attorney shall render each committee legal advice when and as needed.

(10) Committee secretary. The city clerk or their designee shall serve as the secretary to each committee created by the city council, with the duty to:

a. Provide reasonable notice of each meeting of the committee to all members of the committee, members of the city council, city attorney and local news media ~~at least 24 hours~~ (excluding Saturday, Sunday and holidays) prior to the meeting;

b. Record and make, or cause to be made, the minutes of each committee meeting; which shall include the committee discussions, findings, and recommendations, all of which shall be open to public inspection.

c. Within no less than ~~seven~~ five days prior to each meeting furnish copies of the minutes of each preceding committee meeting to all members of the committee, the city manager, city council members and the city attorney.

(11) Committee meetings. Each advisory committee herein created shall hold meetings when and as needed as determined by its respective chairperson, the mayor, or the city manager. The chairperson of each committee shall establish the time and place of any meeting which shall be noticed in writing at least five days prior to the meeting and shall be open to the public and shall comply with and abide by the requirements of the laws of Florida regarding public meetings, ~~including the provisions and requirements of F.S. chs. 112, 119 and F.S. § 286.~~

(12) Committees advisory to council, or CRA as to the CRAC. Committees herein created and established by the city council shall act only in an advisory capacity to the city council, or the CRA as to the CRAC, and shall have no authority to legally obligate the city or CRA in any way whatsoever. Each committee shall report its recommendations to the city council, or the CRA as to the CRAC, at a regular or special meeting of the city council so that the city council or CRA may determine if the recommendations of the committee should be accepted in whole or part and implemented by formal action of the city council, or CRA as to the CRAC.

Notwithstanding any provision in this section to the contrary, the committee of the whole shall have the right to consider and make recommendations to the city council on any and all matters without first having received recommendations from any of the respective committees.

None of the respective advisory committees shall have the authority to enter into contracts for and on behalf of the city which financially obligates the city or CRA for the expenditure of either CRA or city funds.

Section. 2-49. - Committee of the whole council.

(a) Committee of the whole council. There is hereby created and established the committee of the whole, which shall consist of all councilmembers of the city council. The mayor shall be the chairman of the committee.

(b) Functions and responsibilities of the committee of the whole council. The committee of the whole council shall:

(1) Schedule and conduct workshop meetings to consider any matter pertaining to the functioning of the city, including any of the functions and responsibilities assigned to any of the special committees created in Section 2-48 of this article;

(2) Represent the city and serve on any joint city-county committee composed of the councilmembers of the city council, the Columbia County Board of Commissioners and, when applicable, the Mayor of Fort White.

(c) The mayor, or in his or her absence, the vice mayor, shall preside at all meetings of the committee of the whole and the rules of proceedings of the council shall apply and be observed in all meetings of the committee of the whole as far as such rules may be applicable. The committee of the whole shall meet as often as is necessary to do so in order to carry out the business or matters referred to it by the council. The mayor or any two councilmembers of the council may call a meeting of the committee of the whole upon reasonable 24 hours written notice to all members, the city manager, the city attorney and the city clerk. All meetings shall be open to the public. The city clerk shall serve as the secretary of the committee of the whole.

Section. 2-50. - Councilmembers may file protests against council action.

Any councilmember shall have the right to have the reasons for his or her dissent from, or protest against, any action of the council entered on the minutes.

Section. 2-51. - Ordinances, resolutions, motions and contracts.

(a) Preparation of ordinances. All ordinances shall be ~~prepared~~ reviewed by the city attorney. No ordinance shall be prepared for presentation to the council unless ordered by a majority vote of the council, or requested in writing by the mayor or the City Manager, or prepared by the city attorney on his or her own initiative.

(b) Approval by city attorney. All ordinances, resolutions and contract documents shall, before presentation to the council, have been approved as to form and legality by the city attorney.

(c) Introduction for passage or approval. Introduction for passage of ordinances, motions and contracts shall be as follows:

(1) Ordinances, resolutions, and other matters or subjects requiring action by the council must be introduced and sponsored by a councilmember ~~of the council~~, or the city attorney may present ordinances, resolutions, and other matters or subjects to the council, and any councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted; otherwise, they shall not be considered.

(2) Every proposed ordinance or resolution shall be introduced in written or printed form and shall not contain more than one subject and matters properly connected therewith. The subject shall be clearly stated in the title.

(3) Except as provided in F.S. § 166.041(3)(c), a proposed ordinance may be read by title, or in full, on at least two separate days and shall, at least ten days prior to adoption, be noticed once in a newspaper of general circulation in the city.

(4) The city council may, by a two-thirds vote, enact an emergency ordinance without complying with the requirements of subsection (c)(3) of this section. However, no emergency ordinance or resolution shall be enacted which establishes or amends the actual zoning map designation of a parcel of land or that changes the actual list of permitted, conditional, or prohibited uses within a zoning category.

(5) All ordinances or resolutions passed by the council shall become effective ten days after passage or as otherwise provided therein.

(6) The enacting clause of all ordinances shall be "be it enacted by the people of the City of Lake City, Florida." The affirmative vote of a majority of councilmembers present shall be necessary to adopt any ordinance or resolution, and the passage of all ordinances and resolutions shall be taken by yeas and nays and be entered upon the minutes.

Section. 2-52. - Adjournment.

A motion to adjourn shall always be in order and decided without debate.

Section 3. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Section 4. Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

Section 5. Codification. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

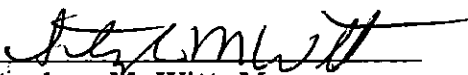
Section 6: This ordinance shall take effect immediately upon its adoption.

PASSED upon first reading this 16th day of February 2021.

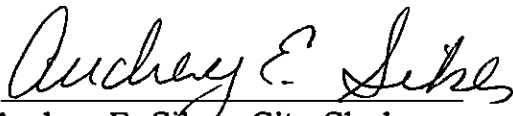
NOTICE PUBLISHED on the 19th day of February 2021.

PASSED AND ADOPTED on the 1st day of March 2021.

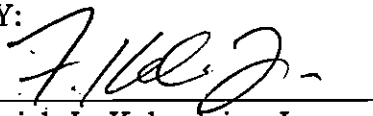
CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:


By: 
Frederick L. Koberlein, Jr.,
City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Chris Greene, Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



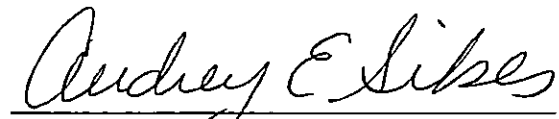
AUDREY E. SIKES, MMC
City Clerk

Record of Vote on Second and Final Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Chris Greene, Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

13. City Council Resolution No. 2022-040 - A resolution of the City Council of the City of Lake City, Florida authorizing the City's participation in three settlements resulting from litigation concerning the opioid epidemic; providing for the execution of the "Allergan Settlement", "CVS Settlement", and "TEVA Settlement", each of which as described by the Florida Attorney General; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY'S PARTICIPATION IN THREE SETTLEMENTS RESULTING FROM LITIGATION CONCERNING THE OPIOID EPIDEMIC; PROVIDING FOR THE EXECUTION OF THE "ALLERGAN SETTLEMENT", "CVS SETTLEMENT", AND "TEVA SETTLEMENT", EACH OF WHICH AS DESCRIBED BY THE FLORIDA ATTORNEY GENERAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida and its Office of the Attorney General (hereinafter "Attorney General") filed a lawsuit captioned *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.* (Case No. 2018-CA-001438) (Fla. Cir. Ct. Pasco County) (hereinafter the "Florida AG Action") and among the many defendants named were Allergan, CVS, and Teva; and

WHEREAS, the City of Lake City, Florida (hereinafter the "City") is not a litigation member of the Florida AG Action; and

WHEREAS, the Attorney General and the three (3) aforementioned defendants have reached settlement agreements, each of which is dated March 29, 2022 (hereinafter the "Settlements", and copies of each being made available in the City Clerk's office) and each of which would resolve all opioid litigation brought by the state and local political subdivisions against the respective defendants; and

WHEREAS, the three (3) Settlements are known as the “Allergan Settlement”, the “CVS Settlement”, and the “Teva Settlement”, which are referenced in the respective three (3) Subdivision Settlement Participation Forms, attached hereto; and

WHEREAS, the three (3) Settlements provide for monetary compensation to the state and local political subdivisions as follows: (i) Allergen to pay a total of \$134,200,000; (ii) CVS to pay a total of \$484,000,000; and (iii) Teva to pay a total of \$194,826,499; and

WHEREAS, the Florida Attorney General has encouraged local governmental entities to participate (“opt in”) in the Settlements; and

WHEREAS, failure to participate in the proposed Settlements will result in the City not receiving any Settlement funds unless the City files a separate and timely lawsuit against the defendants; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to participate in such Settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The Mayor is authorized to execute the settlement participation proposals for and on behalf of the City.

Section 3. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Exhibit D

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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: _____

Name: _____

Title: _____

Date: _____

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

Exhibit D

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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: _____

Name: _____

Title: _____

Date: _____

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

Exhibit D

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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: _____

Name: _____

Title: _____

Date: _____

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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into this 29th day of March 2022, among Allergan (defined below), the State of Florida and its Office of the Attorney General (“Plaintiff” or “State”) (collectively, the “Parties” or “Settling Parties”), and State Outside Litigation Counsel (defined below) in the lawsuit captioned *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.* (Case No. 2018-CA-001438) (Fla. Cir. Ct. Pasco County) (the “Florida AG Action”). This Settlement Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge and settle the Released Claims (defined below), upon and subject to the terms and conditions hereof (the “Settlement”).

WHEREAS, Plaintiff filed its complaint in the Florida AG Action (i) alleging, among other things, that Allergan, among others, violated Florida law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in a public nuisance in Florida; (ii) alleging that Allergan, among others, violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; (iii) alleging that Allergan, among others, violated Fla. Stat. § 895.03(3), (4); and (iv) asserting Claims (defined below) for damages, equitable abatement, civil penalties, attorneys’ fees and reimbursed litigation costs, and other relief;

WHEREAS, Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens;

WHEREAS, numerous Litigating Subdivisions (defined below) have filed Actions (defined below) in various forums against Allergan, among others, raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct (defined below) and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action;

WHEREAS, there are numerous Subdivisions (defined below) that are not Litigating Subdivisions (“Non-Litigating Subdivisions,” defined below) that could seek to file additional Actions raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action and the Actions filed by Litigating Subdivisions;

WHEREAS, Allergan (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiff in the Florida AG Action and by the Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Allergan arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Florida AG Action or in other Actions already brought by Litigating Subdivisions or that could be brought by such plaintiffs or by Non-Litigating Subdivisions, and contends that the factual allegations made in the Florida AG Action and the Litigating Subdivisions’ Actions relating to Allergan are false and materially inaccurate; (iii) denies that Plaintiff, or any Litigating Subdivision, or any other Subdivision, or any Florida resident, was harmed by any conduct of Allergan alleged in the Florida AG Action, the Litigating Subdivisions’ Actions, or otherwise; (iv) denies liability, expressly denies any wrongdoing, and denies Allergan violated any federal or state statute or common law; and (v) maintains that Allergan would be able to successfully defend against Plaintiff’s Claims and allegations at trial, that the facts do not support the allegations that Allergan engaged in any misconduct or unlawful activity, and caused no harm to Plaintiff or to the Litigating Subdivisions, other Subdivisions, or any Florida residents;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Florida AG Action and any other Actions;

WHEREAS, the Parties have each considered the costs and delays and uncertainty associated with the continued prosecution and defense of the Florida AG Action and the other Actions;

WHEREAS, the Parties believe the Settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, Plaintiff has concluded that the terms of the Settlement are fair, reasonable and adequate and in the best interest of Plaintiff and all Subdivisions and Florida citizens and residents;

WHEREAS, Plaintiff has determined that continuation or commencement of Actions against Allergan by Litigating Subdivisions or other Subdivisions would unduly interfere with Plaintiff's litigation authority to bring and resolve litigation in which the State has an interest and frustrate Plaintiff's efforts to obtain a favorable settlement;

WHEREAS, the Parties agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be a concession as to any Claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by Allergan, or evidence of the truth of any of the Claims, allegations, denials, or defenses made in the Florida AG Action or the Litigating Subdivisions' Actions; and

WHEREAS, arm's-length settlement negotiations have taken place over the course of several weeks between Allergan and Plaintiff;

WHEREAS, Plaintiff views prompt settlement on the terms enclosed herein to be in the public interest and crucial to the State of Florida and its citizens; recognizes that Subdivisions may, notwithstanding their willingness to sign on to this settlement, wish to reserve the right to challenge the Attorney General's authority to bind them in other litigation that does not arise out of or relate to the Covered Conduct; and represents that Plaintiff shall not use those Subdivisions' acceptance

of the terms of this Settlement as precedent in any litigation matter that does not arise out of or relate to the Covered Conduct;

NOW, THEREFORE, IT IS HEREBY AGREED by and between Plaintiff and Allergan, by and through their respective counsel, as follows:

A. Definitions. As used in this Agreement, the following capitalized terms have the meanings specified below.

1. “Actions” means the Florida AG Action and any lawsuit by a Subdivision or other Releasor asserting any Released Claim, including but not limited to the Litigating Subdivisions’ Actions listed in **Exhibit A**, against any Releasee.

2. “Affiliated Companies” (i) when used with respect to AbbVie Inc. (“AbbVie”) shall mean all of the entities listed in **Exhibit K**; (ii) when used with respect to Allergan shall mean all of the entities listed in **Exhibit L**; and (iii) additionally shall include other entities owned now or in the past either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents, but only to the extent those other entities played any role relating to Covered Conduct, Opioid Products (defined below), Products (defined below), and/or Released Claims during the period when they were owned either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents. The Parties intend this definition to cover each and every entity that is now or was ever part of AbbVie and/or Allergan and/or each of their past parents’ corporate families to the extent they ever played any role relating to Covered Conduct, Opioid Products, Products, and/or Released Claims.

3. “Agreement,” “Settlement” or “Settlement Agreement” means this Settlement Agreement, together with any exhibits attached hereto, which are incorporated herein by reference.

4. “Allergan” means Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.), Allergan Sales, LLC, Allergan USA, Inc. and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc). For the avoidance of doubt, Allergan does not include Teva (defined below) or Divested Actavis Generic Entities (defined below).

5. “Bar” means either: (1) a law barring all Subdivisions and other Releasers in the State of Florida from maintaining Released Claims against Releasees (either through a direct bar or through a grant of authority to release Claims and the exercise of such authority in full) or (2) a ruling by the Florida Supreme Court (or a District Court of Appeal if a decision is not subject to further review by the Florida Supreme Court) setting forth the general principle that Subdivisions and other Releasers in the State of Florida may not maintain any Released Claims against Releasees, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Releasee (apart from the payments by Allergan contemplated under this Agreement) shall not constitute a Bar.

6. “Claim” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or

unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative or regulatory remedy whatsoever.

7. “Claim-Over” means a Claim asserted by any entity that is not a Releasor against a Releasee on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) asserted by a Releasor.

8. “Consent Judgment” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as **Exhibit H**, which provides for the release set forth below and the dismissal with prejudice of any Released Claims that the State of Florida Office of the Attorney General has brought against Releasees, on the terms and conditions specified herein.

9. “Court” means the Sixth Judicial Circuit Court in and for Pasco County, State of Florida.

10. “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date of the Release (defined below) (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) arising from or relating in any way to: (1) the discovery, development, manufacture, packaging,

repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded or branded promotion, marketing, programs or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Releasee; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, applying for quota for, procuring quota for, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to, precursor or component Products, including, but not limited to, natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, active pharmaceutical ingredients, drug substances or any related intermediate Products; and (5) diversion control programs or suspicious order monitoring.

11. “Divested Actavis Generic Entities” means Actavis LLC (f/k/a Actavis Inc.), Watson Laboratories, Inc., Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida), Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah), Actavis Mid Atlantic LLC, Actavis South Atlantic LLC, Actavis Totowa LLC, and Warner Chilcott Company, LLC.

12. “Divested Entities” means those companies listed on **Exhibit M**.

13. “Effective Date of the Agreement” means three (3) business days after the Initial Participation Date (defined below), provided that either a Bar exists or a sufficient number of Subdivisions have become Participating Subdivisions by the Initial Participation Date. The Parties may alter the Effective Date of the Agreement by mutual written agreement.

14. “Effective Date of the Release” means the date on which the Court enters the Consent Judgment.

15. “Execution Date” means the date on which this Agreement is executed by the last Party to do so.

16. “Initial Participation Date” means the date by which Litigating Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 30 days after the Execution Date. The Parties may alter the Initial Participation Date by mutual written agreement.

17. “Health Care Provider(s)” means any physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical medications and any medical facility, practice, hospital, clinic, pharmacy, or any other health facility that provides health care services or prescribes or dispenses pharmaceutical medications.

18. “In-Kind Support” means payment or assistance in the form of goods, commodities, services, or anything else of value.

19. “Litigating Subdivision” means a Subdivision (or Subdivision official) that has brought any Released Claim against any Releasees on or before the Execution Date, including, but not limited to, the agreed list of Litigating Subdivisions set forth in **Exhibit A**.

20. “Litigation Costs” means attorneys’ fees and investigative and litigation costs and expenses incurred in connection with Claims asserted against any Releasee in the Florida AG Action or any Litigating Subdivision’s Action.

21. “Non-Joining Subdivision” means any Litigating Subdivision or Principal Subdivision that does not execute a subdivision settlement participation form attached as **Exhibit D** by the Post Effective Date Sign-on Deadline.

22. “Non-Litigating Subdivision” means a Subdivision that is not a Litigating

Subdivision.

23. “Non-Participating Subdivision” means a Subdivision that is not or is not yet a Participating Subdivision.

24. “Opioid(s)” means all naturally occurring, synthetic, or semisynthetic substances that interact with mu-opioid receptors primarily in the central nervous system and have demonstrated addictive properties.

25. “Opioid Product(s)” means all past, current, and future medications containing Opioids approved by the U.S. Food & Drug Administration (“FDA”) and listed by the U.S. Drug Enforcement Agency (“DEA”) as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Product(s)” shall not include (i) methadone and other substances when used exclusively to treat opioid abuse, addiction, ODU (defined below), or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (“APIs”) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers. Also, by way of example, the terms “Opioid(s)” and “Opioid Product(s)” shall not include pharmaceutical medications that may relieve pain but not by interacting with mu-opioid receptors primarily in the central nervous system, such as BOTOX®, HUMIRA®, LINZESS®, ORIAHNN®, ORLISSA®, QULIPTA®, RINVOQ®, SAVELLA®, UBRELVY®, or VIBERZI®.

26. “Opioid Remediation” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address

the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. **Exhibit C** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.¹

27. “OD” means opioid use disorder defined in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), as updated or amended.

28. “Participating Subdivision” means any Subdivision that executes a subdivision settlement participation form attached as **Exhibit D**.

29. “Parties” and “Settling Parties” means Allergan and Plaintiff, with each being a “Party” and a “Settling Party.”

30. “Post-Effective Date Sign-on Deadline” means the deadline for Subdivisions to execute a subdivision settlement participation form attached as **Exhibit D**, which shall be 150 days after the Effective Date of the Agreement.

31. “Principal Subdivision” means: (1) a County, regardless of population; or (2) a Subdivision that is not a County, but is a General Purpose Government entity (defined below; including a municipality, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government) with a population of more than 10,000, including, but not limited to, the agreed list of Principal Subdivisions attached hereto as **Exhibit B**.

32. “Product” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin;

¹ Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person.

or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Further, “Product(s)” includes, but is not limited to, the following: (a) Anexsia, Bancap HC, Combunox, Dilaudid, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; and (b) Fentanyl citrate injection, Fentanyl citrate tablet, Fentanyl transdermal, Hydrocodone + acetaminophen, Meperidine hydrochloride injection, Meperidine hydrochloride tablet, Morphine sulfate injection, Morphine sulfate capsule, Morphine sulfate tablet, Oxycodone + acetaminophen, Oxycodone + aspirin, Oxycodone + ibuprofen, Tramadol hydrochloride, Aspirin + butalbital + caffeine + codeine phosphate, Hydrocodone + acetaminophen, Hydrocodone + ibuprofen, Hydromorphone tablet, Oxycodone + aspirin, Homatropine methylbromide + hydrocodone bitartrate, Oxycodone + acetaminophen, Oxycodone + hydrochloride, Homatropine methylbromide + hydrocodone bitartrate, Morphine sulfate capsule, Morphine sulfate tablet, Oxycodone + acetaminophen, Oxycodone + hydrochloride, Oxycodone + ibuprofen, Oxymorphone tablet, Tramadol hydrochloride, Tramadol hydrochloride, Homatropine methylbromide + hydrocodone bitartrate, Oxymorphone tablet, Fentanyl transdermal, Oxycodone, and Morphine sulfate, and any type, version, strength, or dosage of the foregoing. Notwithstanding the foregoing, nothing in this definition prohibits a Releasor from taking administrative or regulatory action related to benzodiazepine (including, but

not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Execution Date.

33. “Qualified Settlement Fund” means the Florida Qualified Settlement Fund contemplated by this Agreement, into which all payments by Allergan shall be made and which shall be established under the authority and jurisdiction of the Court and which shall be a “qualified settlement fund” within the meaning of 26 C.F.R. § 1.468B-1.

34. “Qualified Settlement Fund Administrator” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement as **Exhibit E**.

35. “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the Release, whether known or unknown. Without limiting the foregoing, Released Claims include any Claims that have been asserted against the Releasees by Plaintiff or any Litigating Subdivision in any federal, state or local Action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those Actions or in any comparable Action or proceeding brought by Plaintiff, any of its

Subdivisions, or any Releasor (whether or not such State, Subdivision, or Releasor has brought such Action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such Claims relate to Covered Conduct. The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of any Product. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought or maintained by any Releasor in the future that would have been Released Claims if they had been brought by a Releasor against a Releasee.

36. "Releasee(s)" means: Allergan and (i) all of Allergan's past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, agents (all of the foregoing solely in their capacity as such with respect to the Released Claims), and insurers (solely in their role as insurers, if any, with respect to the Released Claims), including, but not limited to, (a) AbbVie and (b) Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva and Teva's subsidiaries and affiliates) but solely as to the branded opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those branded opioid drugs that are Opioid Products or Products before August 2, 2016; (ii) the respective past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, partners, manufacturers, contractors, agents, and insurers (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (i), including Abbott Laboratories and Abbott Laboratories Inc.; (iii)

the respective past and present employees, officers, directors, members, shareholders, partners, trustees, contractors, consultants, and agents (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (i) and (ii); and (iv) any person or entity to the extent, and only to the extent, that such person or entity may have a Claim based on such person or entity having a business relationship with Allergan or AbbVie and/or any of Allergan or AbbVie's Affiliated Companies, including, but not limited to, for contractual indemnity, equitable or implied indemnity, contribution, comparative fault, reimbursement, or apportionment (including, but not limited to, Halo Pharmaceuticals, Inc., Shionogi Inc., Mikart, LLC, PDI, Inc., TMS Health, LLC, National Health Information Network, Inc., Ventiv Commercial Services, LLC, inVentiv Commercial Services, LLC, UPS Supply Chain Solutions, Inc., and King Pharmaceuticals, Inc., and their respective past and current parents, subsidiaries, and affiliates) against Allergan or AbbVie and/or any of Allergan or AbbVie's Affiliated Companies relating to any Covered Conduct, Opioid Products, Products, and/or Released Claims arising from such business relationship. Notwithstanding the foregoing (and subject to certain provisions, including, but not limited to, Non-Party Settlement provisions at **Section E(3)(c)**), Releasees shall exclude Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva and Teva's subsidiaries and affiliates, but not Allergan and other Releasees), but solely as to: (x) their generic opioid drugs that are Opioid Products or Products, and/or (y) the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioid Products or Products for which Releasers have also sought to hold Allergan and/or other Releasees liable. For the avoidance of doubt, nothing in this Agreement shall release or impair any Claims against Walgreens or CVS, and nothing in this Agreement will reduce the

Total Payment to be paid to the State by Allergan under this Agreement or the settlement amount to be paid by Teva under its separate agreement with the State.

37. “Releasors” means with respect to Released Claims: (1) the State; (2) without limitation, all of the State of Florida’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind, including without limitation the Florida Attorney General, Florida Board of Pharmacy, Florida Department of Health, and Florida Department of Business and Professional Regulation, and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (3) each Participating Subdivision; and (4) without limitation and to the maximum extent of the power of each of the State, the Florida Attorney General and/or Participating Subdivision to release Claims of (a) the State of Florida’s and each Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, School Districts (defined below), hospital districts, General Purpose Government entities, and other Special Districts (defined below) in the State of Florida, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Florida or any Subdivision in the State of Florida, whether or not any of them participates in this Agreement. Nothing in this definition shall be construed to limit the definition of “Subdivision” in **Section A(40)** below. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide a subdivision settlement

participation form (attached as **Exhibit D**) providing for a release to the fullest extent of the Participating Subdivision's authority, an executed copy of which shall be attached as an exhibit to and deemed to be a part of this Agreement.

38. "State Outside Litigation Counsel" means Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.; Drake Martin Law Firm, LLC; Harrison Rivard Duncan & Buzzett, Chartered; Newsome Melton, P.A.; and Curry Law Group, P.A.

39. "State-Subdivision Agreement" means a separate agreement among Plaintiff and all Participating Subdivisions providing for an allocation of, among other things, the Remediation Payment (defined below). The State-Subdivision Agreement is attached hereto as **Exhibit I**.

40. "Subdivision" means (1) any General Purpose Government entity (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government), (2) School Districts or Special Districts within the State (collectively, "Special Purpose Government Entities"), and (3) any other Subdivision or Subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed or could file a lawsuit that includes a Released Claim against a Releasee in a direct, parens patriae, or any other capacity. "General Purpose Government," "School District," and "Special District" shall mean and correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal (which include cities and towns), and township governments; and the two (2) Special Purpose Government Entities are School Districts and Special Districts. "Fire District," "Health District," "Hospital District," and "Library District" shall mean and correspond to categories of Special

Districts recognized by the U.S. Census Bureau. References to a State's Subdivisions or to a Subdivision "in," "of," or "within" a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State.

41. "Teva" means Teva Pharmaceutical Industries Ltd.; Teva Pharmaceuticals USA, Inc.; Cupric Holding Co., Inc.; Teva Pharmaceutical Holdings Cooperative U.A.; Teva Pharmaceuticals Europe B.V.; Cephalon, Inc.; and Andia, Inc.

42. "Third Party(ies)" means any person or entity other than Allergan, other Releasees, or Releasers.

43. "Treatment of Pain" means the provision of therapeutic modalities to alleviate or reduce pain.

44. "Unbranded Information" means any information that does not identify a specific branded or generic product.

B. Release of All Claims, and Dismissals in the Florida AG Action and Litigating Subdivisions' Actions.

1. It is the intention of the Settling Parties to fully and finally resolve all Released Claims that have been or could be brought against the Releasees by Plaintiff or any Releaser with respect to the Covered Conduct, and that the release of such Claims does not affect Plaintiff's or the Releasers' Claims as to any other defendant (except to the extent expressly stated herein, including but not limited to Claims as to Teva, Divested Actavis Generic Entities, and other Divested Entities). The State represents and warrants that **Exhibit N** contains a list of all Subdivisions. Plaintiff represents and warrants that it will use its best efforts to obtain a consensual release of any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Regardless whether such consensual release is obtained, Plaintiff represents

and warrants under this Agreement that it is exercising its authority under law to release any and all Claims involving Covered Conduct that Plaintiff and all Releasers, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Plaintiff further represents and warrants that it will use all available authority to bind, and under this Agreement is exercising such authority to bind, Plaintiff and all Releasers, including all Litigating Subdivisions and Non-Litigating Subdivisions, regardless of whether they become Participating Subdivisions or Non-Joining Subdivisions, to the terms of this Agreement.

2. In addition to the general release and dismissal to be provided by Plaintiff set forth in **Sections E & G**, Plaintiff will deliver to Allergan signed agreements from: (a) each Subdivision that executes a signed agreement by the Initial Participation Date; and (b) each Subdivision that executes a signed agreement by the Post-Effective Date Sign-on Deadline (i.e., within 150 days following the Effective Date of the Agreement). Such agreements shall include: (a) the Subdivision's acceptance of the terms and conditions of this Agreement by signing the subdivision settlement participation form attached as **Exhibit D**; (b) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to implement an immediate cessation of any and all litigation activities relating to such Litigating Subdivision's Action as to all Releasees; (c) in the case of a Litigating Subdivision, an agreement that Plaintiff may represent that the Litigating Subdivision supports the Consent Judgment to be entered in accordance with **Section G** below; and (d) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to file, within the later of seven (7) days of the Effective Date of the Release, or seven (7) days of signing the subdivision settlement participation form, a notice or stipulation of voluntary dismissal with prejudice of any and all Released Claims asserted by the Litigating Subdivision against the Releasees, with each party to bear its own costs.

3. Between the Execution Date and the Initial Participation Date, Plaintiff agrees to furnish to Allergan a report listing the Subdivisions that have executed the signed agreements described in **Section B(2)** and copies of such signed agreements on a weekly basis. Plaintiff further agrees to furnish to Allergan no later than noon Eastern Time on the day after the Initial Participation Date a final report listing the Subdivisions that have executed the signed agreements described in **Section B(2)** by the Initial Participation Date and copies of all such signed agreements. After the Initial Participation Date, the Parties shall confer and establish a schedule for the regular provision of such reports and copies of signed agreements.

4. Plaintiff represents and warrants that, if any Action remains pending against one or more Releasees after the Effective Date of the Agreement or is filed by a Releasor against any Releasee on or after the Execution Date, Plaintiff will seek to obtain dismissal of such Action as to such Releasees as soon as reasonably possible. Depending on facts and circumstances, Plaintiff may seek dismissal, among other ways, by intervening in such Action to move to dismiss or otherwise terminate the Releasor's Claims in the Action or by commencing a declaratory judgment or other action that establishes a Bar to the Releasor's Claims and Action. For avoidance of doubt, Plaintiff will seek dismissal of an Action under this section regardless of whether the Subdivision in such Action is a Participating Subdivision.

5. In the event that the actions required of Plaintiff in **Section B(4)** fail to secure the prompt dismissal or termination of any Action by any Releasor against any Releasee, Plaintiff shall seek enactment of a legislative Bar as defined in **Section A(5)(1)** and will endeavor to achieve enactment as soon as is practicable. Participating Subdivisions agree not to oppose any effort by Plaintiff to achieve enactment of a legislative Bar.

6. Plaintiff further represents and warrants that no portion of the Remediation Payment or the Litigation Costs Payments (defined below) will be distributed to or used for the

benefit of any Subdivision unless and until Plaintiff has delivered to Allergan a signed agreement from such Subdivision providing for the Subdivision's acceptance of the terms and conditions of this Agreement, including its express agreement to be bound by the irrevocable releases set forth in **Section E** below.

C. Settlement Consideration.

1. Remediation Payment and Litigation Costs Payments.

(a) On the payment schedule provided in **Section C(2)**, Allergan shall pay into the Qualified Settlement Fund the sum of \$134,200,000 (the "Total Payment"). Fifty-six percent (56%) of the Total Payment constitutes consideration for the settlement of Claims concerning, related to, based upon, arising from, or in connection with generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioid Products or Products before August 2, 2016 that the Releasers are asserting or might otherwise assert or could assert that Allergan or any other Releasee is directly or indirectly and/or jointly or severally liable based on parent or control liability or a substantially similar theory. Forty-four percent (44%) of the Total Payment constitutes consideration for the settlement of Claims concerning, related to, based upon, arising from, or in connection with branded opioid drugs that are Opioid Products or Products of or attributable to Allergan or any other Releasee (including but not limited to branded opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those branded opioid drugs that are Opioid Products or Products before August 2, 2016) that the Releasers are asserting or might otherwise assert or could assert against Allergan or any other Releasee, of which seventy-seven

percent (77%) is specifically concerning, related to, based upon, arising from, or in connection with Kadian® (including but not limited to Kadian manufactured, distributed, marketed, and/or sold from 1997 through 2008 by King Pharmaceuticals, Inc. and/or Alpharma Inc.) For the avoidance of doubt, nothing in this section will reduce the Total Payment to be paid to the State by Allergan under this Agreement or the settlement amount to be paid by Teva under its separate agreement with the State.

(b) The Total Payment shall be broken down as follows: (i) \$122,000,000 for opioid remediation and restitution (the "Remediation Payment"), to be allocated in accordance with the State-Subdivision Agreement; (ii) \$6,100,000 to be available to reimburse Allergan's share of the State's Litigation Costs in accordance with **Section C(1)(d)** below (the "State Litigation Cost Payment"); and (iii) \$6,100,000 to be available to reimburse Allergan's share of the Litigation Costs of Litigating Subdivisions in accordance with **Section C(1)(d)** below (the "Litigating Subdivision Litigation Cost Payment"). The State Litigation Cost Payment and the Litigating Subdivision Litigation Cost Payment shall collectively be referred to herein as the "Litigation Costs Payments." The Qualified Settlement Fund Administrator shall allocate each of the Remediation Payment, the State Litigation Cost Payment, and the Litigating Subdivision Litigation Cost Payment into separate sub-funds within the Qualified Settlement Fund. Release of the Remediation Payment and the Litigation Costs Payments from the Qualified Settlement Fund shall be subject to the conditions specified below.

(c) The Parties agree that, unless required otherwise by law, the Remediation Payment pursuant to **Section C(1)(b)** above shall be directed to remediation and restitution of harms allegedly caused by Allergan and/or other Releasees. The Parties also agree that the purpose of the Remediation Payment will be to receive from Allergan and pay over to the State and Participating Subdivisions monies to remediate the harms allegedly caused by Allergan and/or

other Releasees or to provide restitution for such alleged harms that were previously incurred, none of which amount constitutes a fine or penalty. The State by executing this Agreement and each Participating Subdivision by agreeing to the terms of this Agreement in the subdivision settlement participation form attached as **Exhibit D**, certify that: (a) the entity suffered harm allegedly caused by Allergan and/or other Releasees; (b) the payments to be received by the entity from Allergan represent an amount that is less than or equal to the actual monetary damage allegedly caused by Allergan and/or other Releasees; and (c) the entity shall use such payments for the sole purpose of remediating the harm allegedly caused by Allergan and/or other Releasees and/or to provide restitution for such alleged harms that were previously incurred. All costs incurred related to any request for a private letter ruling from the I.R.S. affirming the tax deductibility of the Remediation Payment, and/or the tax-exempt status of the Remediation Payment pursuant to IRC Section 115 shall be borne in their entirety by Allergan and shall not be directly paid or reimbursed from the corpus of the fund, escrow, or trust. The State shall complete and file Form 1098-F with the Internal Revenue Service. On the Form 1098-F, the State shall identify the aggregate Remediation Payment as remediation and restitution amounts. The State shall also, on or before January 31, 2023, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Allergan.

(d) An agreement on the handling of Litigating Subdivision Litigation Costs is attached as **Exhibit G** and incorporated herein by reference. The Litigating Subdivision Litigation Cost Payment is to be available to reimburse counsel for Litigating Subdivisions that become Participating Subdivisions and who waive any other right(s) they may have to compensation in connection with this Settlement for reasonable Litigation Costs incurred in connection with their Claims against Releasees.

(1) The Qualified Settlement Fund Administrator shall allow eligible counsel reimbursement for reasonable Litigation Costs as provided in **Exhibit G**. Such Litigation

Costs shall be divided among Participating Subdivisions as provided in **Exhibit G** under the jurisdiction and authority of the Court. Any amount remaining in the Litigating Subdivision Litigation Cost Payment sub-fund after such allocation shall be returned to Allergan.

(2) No funds may be used to compensate Litigation Costs incurred by Non-Participating Subdivisions, Non-Joining Subdivisions, or Non-Litigating Subdivisions, or Litigation Costs arising out of representation of any such Subdivision.

(e) No attorney for any Litigating Subdivision may receive any share of the Litigating Subdivision Litigation Cost Payment unless the following eligibility requirements are met and certified by the attorney:

(1) The attorney must represent that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to the litigation of any Released Claims against any Releasees.

(2) The attorney must represent that s/he will not charge or accept any referral fees for any Released Claims asserted or maintained against Releasees by any Subdivision or any Releasor.

(3) The attorney may not have, and must represent that s/he does not have, a claim for fees, costs or expenses related to the litigation of any Released Claims against any Releasees by any Subdivision or any Releasor after the Effective Date of this Agreement.

(4) Notwithstanding the foregoing, nothing in this **Section C(1)(e)** is intended to operate as a “restriction” on the right of any attorney to practice law within the meaning of Rule 5.6(b) of the Florida Rules of Professional Conduct or any equivalent provision of any other jurisdiction’s rules of professional conduct.

(f) Plaintiff shall file in the Court a motion for the State’s Litigation Costs up to \$6,100,000 of the Total Payment by Allergan into the Qualified Settlement Fund. Allergan will

not oppose the motion so long as the State does not seek more than \$6,100,000 of the Total Payment by Allergan into the Qualified Settlement Fund as its Litigation Costs. If any amount of the State Litigation Cost Payment is not awarded by the Court to the State, then that remaining amount shall be returned to Allergan. As set forth in **Section C(2)** below, in the event the Court awards the State Litigation Costs in excess of the amount listed above, the Releasees shall have no obligation to pay any amount in excess of the State Litigation Cost Payment.

2. **Payment Schedule.** The Total Payment shall be paid in eleven installments on the following schedule:

(a) First Payment: \$23,290,909.10 due on the later date of (i) seven (7) days after the Effective Date of the Release, or (ii) fourteen (14) days after (a) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (b) Allergan has received a W-9 and wire instructions for the Qualified Settlement Fund and Allergan's bank verification form process is completed.

(b) Second Payment: \$11,090,909.09 due on March 28, 2023.

(c) Third Payment: \$11,090,909.09 due on March 28, 2024.

(d) Fourth Payment: \$11,090,909.09 due on March 28, 2025.

(e) Fifth Payment: \$11,090,909.09 due on March 28, 2026.

(f) Sixth Payment: \$11,090,909.09 due on March 28, 2027.

(g) Seventh Payment: \$11,090,909.09 due on March 28, 2028.

(h) Eighth Payment: \$11,090,909.09 due on March 28, 2029.

(i) Ninth Payment: \$11,090,909.09 due on March 28, 2030.

(j) Tenth Payment: \$11,090,909.09 due on March 28, 2031.

(k) Eleventh Payment: \$11,090,909.09 due on March 28, 2032.

3. **No Other Payments by Releasees as to Covered Conduct, Released Claims, the**

Florida AG Action, Other Actions, Plaintiff, Subdivisions or State Outside Litigation Counsel or Litigation Costs. Other than the Remediation Payment and the Litigation Costs Payments by Allergan referenced in **Section C(1)(b)**, none of the Releasees shall have any obligation to make any further or additional payments in connection with Claims for Covered Conduct or Litigation Costs or this Settlement.

4. Apportionment of the Remediation Payments.

(a) It is the intent of the Parties that the Remediation Payment in **Section C(1)(b)** be used exclusively for Opioid Remediation.

(b) In accordance with the State-Subdivision Agreement in **Exhibit I**, each Remediation Payment shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund to be allocated to the Abatement Accounts Sub-Fund or to another Participating Subdivision.

(c) A detailed mechanism consistent with the foregoing for a Qualified Settlement Fund Administrator to follow in allocating, apportioning and distributing payments will be filed with the Court and later attached as **Exhibit J**.

(d) Allergan shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Payment by the Qualified Settlement Fund Administrator. Plaintiff specifically represents, however, that any such apportionment and use by the Qualified Settlement Fund Administrator shall be made in accordance with all applicable laws.

5. Release of the State Sub-Fund. Within a reasonable period after the Effective Date of the Release or otherwise as ordered by the Court, the Qualified Settlement Fund Administrator shall release the State Sub-Fund to Plaintiff.

6. **Subdivision Payments to Subdivisions that Become Participating Subdivisions Prior to the Initial Participation Date.** A Participating Subdivision that (a) completes a subdivision settlement participation form prior to the Initial Participation Date, (b) joins the State-Subdivision Agreement (**Exhibit I**), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees, shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Effective Date of the Release.

7. **Subdivision Payments to Subdivisions that Become Participating Subdivisions After the Initial Participation Date.** A Participating Subdivision that (a) completes a subdivision settlement participation form after the Initial Participation Date and by no later than the Post-Effective Date Sign-on Deadline, (b) joins the State-Subdivision Agreement (**Exhibit I**), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees, shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

8. **Reversion to Allergan of Amounts Forfeited by Non-Joining Subdivisions.** Any Litigating Subdivision or Principal Subdivision that does not sign a participation form by the Post-Effective Date Sign-on Deadline will be deemed a Non-Joining Subdivision. At Allergan's request to the Qualified Settlement Fund Administrator, any Non-Joining Subdivision's share of the Remediation Payment (and to the extent any such Subdivision is a Litigating Subdivision, the Litigation Costs Payments) shall be returned to Allergan within a reasonable time after the Post-Effective Date Sign-on Deadline. The Non-Joining Subdivisions' shares are as listed in **Exhibit B**.

9. **Agreement Null and Void if the Agreement Does Not Become Effective.** In the

event that the Effective Date of the Agreement does not occur and the Parties fail to agree to extend the Effective Date of the Agreement, the Agreement shall be null and void.

10. **Use of Evidence at Trial in the Florida AG Action.** Plaintiff agrees that none of the Releasees will be a defendant in any trial of the Florida AG Action, that it will not subpoena or call to testify live any Releasees in any trial of the Florida AG Action and that any evidence that references the Releasees or the Products will be used solely against other defendants in the Florida AG Action.

11. **Verdict Form.** Plaintiff agrees that it will not seek to have any of the Releasees included on the verdict form in any trial related to the Florida AG Action and will oppose the efforts of any other party in the Florida AG Action to include any of the Releasees on the verdict form.

D. Injunctive Relief. As part of the Consent Judgment to be entered in accordance with **Section G** below, the Parties agree to the entry of injunctive relief terms attached as **Exhibit F**.

E. Settlement of Claims and General Release.

1. **Scope.** On the Effective Date of the Release, Plaintiff and each Releasor shall be deemed to have fully, finally and forever released all Releasees from all Released Claims. Plaintiff, on behalf of itself and all other Releasors (whether or not they have signed this Agreement or the subdivision settlement participation form in **Exhibit D**), hereby absolutely, unconditionally and irrevocably covenants not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever against Releasees. For the avoidance of doubt, Plaintiff agrees that this Settlement Agreement and the releases contained herein shall fully and completely resolve any past, present or future liability that any Releasee may have arising from, relating to or based on the Covered Conduct occurring prior to

the Effective Date of the Release, whether in the Actions or otherwise. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any and all Released Claims. This Settlement Agreement is, will constitute, and may be pleaded as a complete bar to any Released Claim asserted against Releasees, whether against Plaintiff, any Participating Subdivision, any other Subdivision, including any Non-Participating Subdivision, or any other Releasor.

2. **General Release.** In connection with the releases provided pursuant to this Settlement Agreement, Plaintiff, on behalf of itself and all other Releasors referenced in **Section E(1)**, 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 that he, she, or it knows or believes to be true with respect to the Released Claims, but Plaintiff, on behalf of itself and all other Releasors, hereby expressly waives and fully, finally and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims against the Releasees that may exist as of this date but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

3. **Claim-Over and Non-Party Settlement.**

(a) **Statement of Intent.** It is the intent of the Parties that:

(1) The Remediation Payment and Litigation Costs Payments made under this Agreement shall be the sole payments made by the Releasees to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee);

(2) Claims by Releasors against non-Parties should not result in additional payments by Releasees, whether through contribution, indemnification or any other means; and

(3) The Settlement effects a good faith “release and covenant not to sue” within the meaning of Florida Statute § 768.31(5) and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine, including, but not limited to, Fla. Stat. § 768.31(5), that reduces or discharges a released party’s liability to any other parties, such that Releasees are discharged from all liability for contribution to any other alleged tortfeasor in the Florida AG Action and in any other Action, whenever filed.

(4) The provisions of this **Section E(3)** are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

(b) No Releasee shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Releasee shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Allergan or any other Releasee arising out of or related to Opioid Products, Products, or Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Releasee from recovering amounts owed pursuant to insurance contracts. However,

and notwithstanding the foregoing, this provision shall not preclude Allergan or the Affiliated Companies from seeking indemnification, contribution, or any other theory from and against Pfizer Inc., King Pharmaceuticals, Inc., Alpharma Inc., and Teva, and/or each of their respective past and current parents, subsidiaries, and/or affiliates. For the avoidance of doubt, nothing in this section will reduce the Total Payment to be paid to the State by Allergan under this Agreement or the settlement amount to be paid by Teva under its separate agreement with the State.

(c) To the extent that, on or after the Effective Date of the Agreement, any Releasor settles any Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) ("Non-Party Covered Conduct Claims") it may have against any entity that is not a Releasee (a "Non-Released Entity") that is, as of the Effective Date of the Agreement, a defendant in the Florida AG Action or Litigating Subdivisions' Actions, and provides a release to such Non-Released Entity (a "Non-Party Settlement"), including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement, a prohibition on seeking contribution or indemnity of any kind from Releasees substantially equivalent to that required from Allergan in the first sentence of **Section E(3)(b)** (except limited to such claims against Releasees), or a release from such Non-Released Entity in favor of the Releasees (in a form equivalent to the releases contained in this Agreement) of any Claim-Over.

(d) **Claim-Over.** In the event that any Releasor obtains a settlement or judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in **Section E(3)(b)**, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented

for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section E(3)(c), and such Non-Released Entity asserts a Claim-Over against a Releasee, Allergan and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that Releasees are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Allergan under this Settlement Agreement).

(e) In no event shall a Releasor be required to reduce the amount of a settlement or judgment against a Non-Released Entity in order to prevent additional payments by Releasees, whether through contribution, indemnification, or any other means.

4. **Cooperation.** Releasors, including Plaintiff and Participating Subdivisions, agree that they will not publicly or privately encourage any other Releasor to bring or maintain any Released Claim. Plaintiff further agrees that it will cooperate in good faith with the Releasees to secure the prompt dismissal of any and all Released Claims.

F. **Cessation of Litigation Activities.** It is the Parties' intent that all litigation activities in the Florida AG Action relating to Released Claims against the Releasees shall immediately cease as of the Execution Date. Within three (3) days after the Execution Date, Plaintiff agrees to take all steps reasonably necessary to implement the prompt cessation of such litigation activities, including by, for example, jointly requesting a severance of Allergan from any trial in the Florida AG Action and/or a stay of further proceedings against Allergan pending the implementation of this Settlement.

G. **Entry of Consent Judgment Providing for Dismissal of All Claims Against Allergan in the Florida AG Action with Prejudice.** As soon as practicable following the Effective Date of the Agreement, Plaintiff shall file in the Court a Consent Judgment substantially in the form of Exhibit H, including a dismissal of the Florida AG Action with prejudice.

Notwithstanding the foregoing, the Consent Judgment shall provide that the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms set forth in **Exhibit F**. The Parties shall confer and agree as to the final form and time of filing prior to filing of the Consent Judgment.

H. No Admission of Liability. The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Releasees and Plaintiff and between Releasees and all Releasors. Allergan is entering into this Settlement Agreement solely for the purposes of settlement, to resolve the Florida AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Releasees deny the allegations in the Florida AG Action and the other Actions and deny any civil or criminal liability in the Florida AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Releasees of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in the Florida AG Action, in any other Action, or in any other past, present or future Action relating to any Covered Conduct or any Product; or (iv) any other matter of fact or law.

1. The State, the Participating Subdivisions, and/or other Releasors may reach a settlement agreement with Teva, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates that resolves some or all of their respective Claims (including but not limited to the Claims of the State in the Florida AG Action). Plaintiff and Participating Subdivisions agree that any payment(s) that the State, Participating Subdivisions, or other Releasors receive from Teva (other than Anda), Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates reflects the amount over and above \$75,152,000 that each and all of

them deem to reflect a fair overall settlement value for liability attributable to the generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and/or attributable to the operation of the Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioid Products or Products before August 2, 2016. Plaintiff and Participating Subdivisions also agree that the agreed settlement amount between and among the State, the Participating Subdivisions, Teva (other than Anda), the Divested Actavis Generics Entities, and other Divested Entities reflects the value the parties to the agreement deem a fair settlement value over and above the payments made or due to be paid under this Agreement for generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other Divested Entities and/or relate to the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioids or Opioid Products before August 2, 2016. For the avoidance of doubt, nothing in this section will reduce the Total Payment to be paid to the State by Allergan under this Agreement or the settlement amount to be paid by Teva under its separate agreement with the State.

I. Most Favored Nation. If, after execution of this Agreement, there is a collective resolution—through settlement or other mechanism—of substantially all claims against Allergan brought by states, counties, and municipalities nationwide (a “Global Resolution”) under which, but for this Agreement, the Florida allocation of the Remediation Payment, the Litigation Costs Payments, the payment period or the terms of Injunctive Relief would be more favorable to the State, Allergan shall pay the excess amounts, adjust the payment period and/or agree to modify the terms of the Consent Judgment to reflect changes to the Injunctive Relief that would apply to Florida, if requested to do so by the Florida Attorney General’s Office. Any reduction in the

payment period under this section shall be subject to an appropriate reduction in net present value calculated at seven percent (7%) per annum.

J. Miscellaneous Provisions.

1. **Use of Agreement as Evidence.** Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Florida AG Action or the other Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Releasees; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Releasees in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Releasees may file this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification.

2. **Voluntary Settlement.** This Settlement Agreement was negotiated in good faith and at arm's-length over several weeks, and the exchange of the Remediation Payment and Litigation Costs Payments for the releases set forth herein is agreed to represent appropriate and fair consideration.

3. **Authorization to Enter Settlement Agreement.** Each Party specifically represents and warrants that this Settlement Agreement constitutes a legal, valid, and binding obligation of such Party. Each signatory to this Settlement Agreement on behalf of a Party

specifically represents and warrants that s/he has full authority to enter into this Settlement Agreement on behalf of such Party. Plaintiff specifically represents and warrants that it has concluded that the terms of this Settlement Agreement are fair, reasonable, adequate and in the public interest, and that it has satisfied all conditions and taken all actions required by law in order to validly enter into this Settlement Agreement. Plaintiff specifically represents and warrants that, other than the Claims asserted in the Florida AG Action and the other Actions (whether filed previously or in the future), it has no interest (financial or otherwise) in any other Claim against any Releasee related to the Covered Conduct. In addition, Plaintiff specifically represents and warrants that (i) it is the owner and holder of the Claims asserted in the Florida AG Action; (ii) it has not sold, assigned or otherwise transferred the Claims asserted in the Florida AG Action, or any portion thereof or rights related thereto, to any Third Party; and (iii) it believes in good faith that it has the power and authority to bind all persons and entities with an interest in the Florida AG Action and all other Actions.

4. **Representation With Respect to Participation Rate.** The State of Florida represents and warrants for itself that it has a good-faith belief that all Litigating Subdivisions and all Principal Subdivisions will become Participating Subdivisions. State Outside Litigation Counsel, in good faith, believe this is a fair Settlement. Therefore, State Outside Litigation Counsel will use their best efforts to recommend this Settlement to all Subdivisions within Florida.

5. **Dispute Resolution.** If Plaintiff believes Allergan is not in compliance with any terms of this Settlement Agreement, then Plaintiff shall (i) provide written notice to Allergan specifying the reason(s) why Plaintiff believes Allergan is not in compliance with the Settlement Agreement; and (ii) allow Allergan at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period"). In the event the alleged non-compliance is cured within the Cure Period, Allergan shall not have any liability for such alleged non-compliance. The State may not

commence a proceeding to enforce compliance with this Agreement before the expiration of the Cure Period.

6. **No Third-Party Beneficiaries.** Except as to Releasees, nothing in this Settlement Agreement is intended to or shall confer upon any Third Party any legal or equitable right, benefit, or remedy of any nature whatsoever.

7. **Effectiveness.** The releases provided for in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasers. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Qualified Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Qualified Settlement Fund or any portion thereof.

8. **Compliance with Laws.** Nothing in this Agreement shall be construed to authorize or require any action by Allergan or other Releasees in violation of applicable federal, state, or other laws, rules, regulations, or guidance.

9. **Notices.** All notices under this Agreement shall be in writing and delivered to the persons specified in this paragraph via: (i) e-mail; and (ii) either hand delivery or registered or certified mail, return receipt requested, postage pre-paid:

Notices to Plaintiff shall be delivered to:

For the State of Florida:

Attorney General
Florida State Capitol, PL-01
Tallahassee FL 32399-1050

Copy to Florida's Counsel:

David C. Frederick
Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.

1615 M Street, NW
Washington D.C. 20036
dfrederick@kellogghansen.com

Notices to Allergan shall be delivered to:

For Allergan:

Office of General Counsel
One North Waukegan Road
North Chicago, IL 60064

Copy to Allergan Counsel:

James F. Hurst
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
james.hurst@kirkland.com

10. **Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

11. **Choice of Law.** Any dispute arising from or in connection with this Settlement Agreement shall be governed by Florida law without regard to its choice-of-law provisions.

12. **Jurisdiction.** The Parties agree to submit and consent to the jurisdiction of the Court for the resolution of any disputes arising under the Settlement Agreement.

13. **No Conflict Intended.** The headings and sub-headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

14. **No Party Deemed to be the Drafter.** None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law

or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

15. **Amendment; Waiver.** This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous.

16. **No Waiver.** This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Allergan or any other Releasee in the Florida AG Action, Litigating Subdivisions' Actions, or other Actions that could be brought by such plaintiffs, Non-Litigating Subdivisions, or other Releasers. This Agreement shall not be construed or used as a waiver of any Releasee's right to defend itself from, or make any legal or factual arguments in, any other regulatory, governmental, private party, or class claims or suits relating to the subject matter or terms of this Agreement. For the avoidance of doubt, nothing in this Agreement is intended to or shall be construed to prohibit Allergan or any other Releasee in any way whatsoever from taking legal or factual positions with regard to any Opioids, Opioid Products, or Products in defense of litigation or other legal proceedings.

17. **No Private Right of Action.** No part of this Agreement shall create a private right of action for any Third Party or confer any right to any Third Party for violation of any federal or state statute, common law, rule, regulation, or ordinance, nor shall it be used as an admission of fault, liability, or wrongdoing in any subsequent proceeding.

18. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and an email, facsimile, or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature. All executed counterparts and each of them shall be deemed to be one and the same instrument.

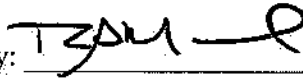
19. **Severability.** In the event any one or more non-material provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement.

20. **Statements to the Press and Others.** Any press release or other public statement concerning this Settlement Agreement will describe it positively and will not disparage any other Party.

21. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Settling Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

ALLERGAN FINANCE, LLC

By: 

Name: Robert A. Michael
Vice Chairman, Finance and Commercial
Operations and Chief Financial Officer of
AbbVie Inc.
President and Chief Executive Officer of
Allergan Limited
President of Allergan Finance, LLC
1 North Waukegan Road
North Chicago, IL 60064
On Behalf of Allergan and AbbVie

PLAINTIFF

**STATE OF FLORIDA,
including the OFFICE
OF THE ATTORNEY
GENERAL**

By: _____

Name: John Guard
Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: _____

STATE OUTSIDE LITIGATION COUNSEL

**Kellogg, Hansen, Todd, Figel & Frederick,
P.L.L.C.**

By: _____

Name: David C. Frederick

Date: _____

Drake Martin Law Firm, LLC

By:  _____

Name: Drake Martin

Date: 3/29/2022

ALLERGAN FINANCE, LLC

By: _____

Name: Robert A. Michael
Vice Chairman, Finance and Commercial
Operations and Chief Financial Officer of
AbbVie Inc.
President and Chief Executive Officer of
Allergan Limited
President of Allergan Finance, LLC
1 North Waukegan Road
North Chicago, IL 60064
On Behalf of Allergan and AbbVie

PLAINTIFF

**STATE OF FLORIDA,
including the OFFICE
OF THE ATTORNEY
GENERAL**

By:  _____

Name: John Guard
Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: 3-29-2022

STATE OUTSIDE LITIGATION COUNSEL

**Kellogg, Hansen, Todd, Figel & Frederick,
P.L.L.C.**

By:  _____

Name: David C. Frederick

Date: 3.29.2022

EXHIBIT A

LITIGATING SUBDIVISIONS

Counties

Alachua County
Bay County
Bradford County
Brevard County
Broward County
Calhoun County
Clay County
Dixie County
Escambia County
Gilchrist County
Gulf County
Hamilton County
Hernando County
Hillsborough County
Holmes County
Jackson County
Lake County
Lee County
Leon County
Levy County
Manatee County
Marion County
Miami-Dade County
Monroe County
Okaloosa County
Orange County
Osceola County
Palm Beach County
Pasco County
Pinellas County
Polk County
Putnam County
Santa Rosa County
Sarasota County
Seminole County
St. Johns County
St. Lucie County
Suwannee County

Union County
Volusia County
Walton County
Washington County

Cities

City of Apopka
City of Bradenton
City of Clearwater
City of Coconut Creek
City of Coral Springs
City of Daytona Beach
City of Daytona Beach
Shores
City of Deerfield Beach
City of Delray Beach
City of Deltona
City of Florida City
City of Fort Lauderdale
City of Fort Pierce
City of Hallandale Beach
City of Homestead
City of Jacksonville
City of Lauderhill
City of Lynn Haven
City of Miami
City of Miami Gardens
City of Miramar
City of New Port Richey
City of Niceville
City of North Miami
City of Ocala
City of Ocoee
City of Orlando
City of Ormond Beach
City of Oviedo
City of Palatka
City of Panama City
City of Pembroke Pines
City of Pensacola
City of Pinellas Park

City of Pompano Beach
City of Port St. Lucie
City of Sanford
City of St. Augustine
City of St. Petersburg
City of Stuart
City of Sweetwater
City of Tallahassee
City of Tampa
Town of Eatonville

Hospital Districts

Lee Memorial Health System
Sarasota County Public Hospital District
West Volusia Hospital Authority

School Board

School Board of Miami-Dade County

EXHIBIT B**PRINCIPAL SUBDIVISIONS**

<u>County</u>	<u>Principal Subdivisions</u>	<u>Regional % by County for Abatement Fund</u>	<u>City/County Fund % (Principal Subdivisions Only)</u>
Alachua		1.24106016444867%	
	Alachua County		0.846347404896564%
	Alachua		0.013113332456932%
	Gainesville		0.381597611347118%
Baker		0.19317380413017%	
	Baker County		0.193173804130173%
Bay		0.83965637331199%	
	Bay County		0.539446037057239%
	Callaway		0.024953825526948%
	Lynn Haven		0.039205632014689%
	Panama City		0.155153855595736%
	Panama City Beach		0.080897023117378%
Bradford		0.18948420408137%	
	Bradford County		0.189484204081366%
Brevard		3.87879918044396%	
	Brevard County		2.387076812679440%
	Cape Canaveral		0.045560750208993%
	Cocoa		0.149245411423089%
	Cocoa Beach		0.084363286155357%
	Melbourne		0.383104682233196%
	Palm Bay		0.404817397481049%
	Rockledge		0.096603243797586%
	Satellite Beach		0.035975416223927%
	Titusville		0.240056418923581%
	West Melbourne		0.051997577065795%
Broward		9.05796267257777%	
	Broward County		4.062623697836280%
	Coconut Creek		0.101131719448042%
	Cooper City		0.073935445072532%
	Coral Springs		0.323406517663960%
	Dania Beach		0.017807041180440%
	Davie		0.266922227152987%
	Deerfield Beach		0.202423224724969%
	Fort Lauderdale		0.830581264530524%
	Hallandale Beach		0.154950491813518%
	Hollywood		0.520164608455721%
	Lauderdale Lakes		0.062625150434726%
	Lauderhill		0.144382838130419%
	Lighthouse Point		0.029131861802689%
	Margate		0.143683775129045%
	Miramar		0.279280208418825%
	North Lauderdale		0.066069624496039%

	Oakland Park		0.100430840698613%
	Parkland		0.045804060448432%
	Pembroke Pines		0.462832363602822%
	Plantation		0.213918725664437%
	Pompano Beach		0.335472163492860%
	Sunrise		0.286071106146452%
	Tamarac		0.134492458472026%
	Weston		0.138637811282768%
	West Park		0.029553115351569%
	Wilton Manors		0.031630331127078%
Calhoun		0.04712774078090%	
	Calhoun County		0.047127740780902%
Charlotte		0.73734623337592%	
	Charlotte County		0.690225755587238%
	Punta Gorda		0.047120477788680%
Citrus		0.96964577660634%	
	Citrus County		0.969645776606338%
Clay		1.19342946145639%	
	Clay County		1.193429461456390%
Collier		1.55133337642709%	
	Collier County		1.354822227370880%
	Marco Island		0.062094952002516%
	Naples		0.134416197053695%
Columbia		0.44678115079207%	
	Columbia County		0.342123248620213%
	Lake City		0.104659717919908%
DeSoto		0.11364040780249%	
	DeSoto County		0.113640407802487%
Dixie		0.10374458089993%	
	Dixie County		0.103744580899928%
Duval		5.43497515693510%	
	Jacksonville		5.295636466902910%
	Atlantic Beach		0.038891507601085%
	Jacksonville Beach		0.100447182431112%
Escambia		1.34163444924367%	
	Escambia County		1.010997622822650%
	Pensacola		0.330636826421023%
Flagler		0.38986471224388%	
	Flagler County		0.305009358365478%
	Palm Coast		0.084857169626457%
Franklin		0.04991128255001%	
	Franklin County		0.049911282550008%
Gadsden		0.12365607407671%	
	Gadsden County		0.123656074076710%
Gilchrist		0.06433376935497%	

	Gilchrist County		0.064333769354966%
Glades		0.04061283675771%	
	Glades County		0.040612836757713%
Gulf		0.05991423858784%	
	Gulf County		0.059914238587842%
Hamilton		0.04794119590977%	
	Hamilton County		0.047941195909773%
Hardee		0.06711004813185%	
	Hardee County		0.067110048131850%
Hendry		0.14446091529681%	
	Hendry County		0.144460915296806%
Hernando		1.51007594910967%	
	Hernando County		1.510075949109670%
Highlands		0.35718851023682%	
	Highlands County		0.293187022776017%
	Avon Park		0.025829016089707%
	Sebring		0.038172471371100%
Hillsborough		8.71098411365711%	
	Hillsborough County		6.523111204400210%
	Plant City		0.104218491142418%
	Tampa		1.975671881252980%
	Temple Terrace		0.107980721113446%
Holmes		0.08161242785125%	
	Holmes County		0.081612427851251%
Indian River		0.75307605878085%	
	Indian River County		0.654117789755259%
	Sebastian		0.038315915467486%
	Vero Beach		0.060642353558104%
Jackson		0.15893605879538%	
	Jackson County		0.158936058795375%
Jefferson		0.04082164778410%	
	Jefferson County		0.040821647784097%
Lafayette		0.03191177207568%	
	Lafayette County		0.031911772075683%
Lake		1.13921122451870%	
	Lake County		0.781548804039386%
	Clermont		0.075909163208877%
	Eustis		0.041929254097962%
	Fruitland Park		0.008381493024259%
	Groveland		0.026154034991644%
	Lady Lake		0.025048244425835%
	Leesburg		0.091339390184647%
	Minneola		0.016058475802978%
	Mount Dora		0.041021380070204%
	Tavares		0.031820984672908%

Lee		3.32537188335925%	
	Lee County		2.150386790650790%
	Bonita Springs		0.017374893143227%
	Cape Coral		0.714429677167259%
	Estero		0.012080171813344%
	Fort Myers		0.431100350584635%
Leon		0.89719924493933%	
	Leon County		0.471201146390692%
	Tallahassee		0.425998098548636%
Levy		0.25119240174806%	
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Liberty		0.01939945222513%	
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Madison		0.06354028745471%	
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Manatee		2.72132334623483%	
	Manatee County		2.288523455470230%
	Bradenton		0.379930754632155%
	Palmetto		0.052869136132442%
Marion		1.70117616896044%	
	Marion County		1.332181664866660%
	Ocala		0.368994504093786%
Martin		0.86948729811605%	
	Martin County		0.788263440348682%
	Stuart		0.081223857767371%
Miami-Dade		5.23211978417292%	
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	Aventura		0.024619727884733%
	Coral Gables		0.071780152130635%
	Cutler Bay		0.009414653667847%
	Doral		0.013977628531358%
	Florida City		0.003929278792135%
	Hialeah		0.098015895784777%
	Hialeah Gardens		0.005452691410713%
	Homestead		0.024935668046393%
	Key Biscayne		0.013683477346364%
	Miami		0.292793005447970%
	Miami Beach		0.181409572478489%
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	Miami Lakes		0.007836768607605%
	Miami Shores		0.006287935516250%
	Miami Springs		0.006169911892641%
	North Bay Village		0.005160355973775%
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	North Miami Beach		0.030391990953217%

	Opa-locka		0.007847663095938%
	Palmetto Bay		0.007404620570392%
	Pinecrest		0.008296152865650%
	South Miami		0.007833137111493%
	Sunny Isles Beach		0.007693324511219%
	Sweetwater		0.004116300841853%
Monroe		0.47638873858530%	
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	Key West		0.088087385417219%
Nassau		0.47693346300195%	
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	Fernandina Beach		0.083159445194550%
Okaloosa		0.81921286595494%	
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	Crestview		0.070440130065665%
	Destin		0.014678507280787%
	Fort Walton Beach		0.077837487643835%
	Niceville		0.021745398712853%
Okeechobee		0.35349527869191%	
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Orange		4.67102821454589%	
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	Apopka		0.097215150892295%
	Eatonville		0.008325204834538%
	Maitland		0.046728276208689%
	Ocoee		0.066599822928250%
	Orlando		1.160248481489900%
	Winter Garden		0.056264584996256%
	Winter Park		0.104903028159347%
Osceola		1.07345209294015%	
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	Kissimmee		0.162366006872243%
	St. Cloud		0.073837394677534%
Palm Beach		8.60159437205259%	
	Palm Beach County		5.964262083621730%
	Belle Glade		0.020828445944817%
	Boca Raton		0.472069073961229%
	Boynton Beach		0.306498271771001%
	Delray Beach		0.351846579457498%
	Greenacres		0.076424835656644%
	Jupiter		0.125466374888059%
	Lake Worth		0.117146617297688%
	Lantana		0.024507151505292%
	North Palm Beach		0.044349646255964%
	Palm Beach Gardens		0.233675880256500%

	Palm Springs		0.038021764282493%
	Riviera Beach		0.163617057282493%
	Royal Palm Beach		0.049295743959188%
	Wellington		0.050183644758335%
	West Palm Beach		0.549265602541466%
Pasco		4.69208726049375%	
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	New Port Richey		0.149879107494464%
	Zephyrhills		0.112672614088898%
Pinellas		7.93488981677650%	
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	Clearwater		0.633863120195985%
	Dunedin		0.102440873796068%
	Gulfport		0.047893986460330%
	Largo		0.374192990776726%
	Oldsmar		0.039421706033295%
	Pinellas Park		0.251666311990547%
	Safety Harbor		0.038061710739714%
	Seminole		0.095248695748172%
	St. Petersburg		1.456593090134460%
	Tarpon Springs		0.101970595049690%
Polk		2.15048302529773%	
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	Auburndale		0.028636162583534%
	Bartow		0.043971970660417%
	Haines City		0.047984773863106%
	Lakeland		0.294875668467647%
	Lake Wales		0.036293172133642%
	Winter Haven		0.097033576086743%
Putnam		0.38489319406788%	
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	Palatka		0.046955244715628%
Santa Rosa		0.70126731951283%	
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	Milton		0.046632041561747%
Sarasota		2.80504385757853%	
	Sarasota County		1.968804722107020%
	North Port		0.209611771276754%
	Sarasota		0.484279979634570%
	Venice		0.142347384560186%
Seminole		2.14114826454432%	
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	Altamonte Springs		0.081305566429869%
	Casselberry		0.080034542791008%
	Lake Mary		0.079767627826847%

	Longwood		0.061710013414747%
	Oviedo		0.103130858057164%
	Sanford		0.164243490361646%
	Winter Springs		0.062262000823623%
St. Johns		0.71033334955402%	
	St. Johns County		0.663822963111989%
	St. Augustine		0.046510386442027%
St. Lucie		1.50662784355224%	
	St. Lucie County		0.956289133909966%
	Fort Pierce		0.159535255653695%
	Port St. Lucie		0.390803453988581%
Sumter		0.32639887045945%	
	Sumter County		0.312364953738371%
	Wildwood		0.014033916721079%
Suwannee		0.19101487969217%	
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Taylor		0.09218189728241%	
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Union		0.06515630322411%	
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Volusia		3.13032967447995%	
	Volusia County		1.784428217305820%
	Daytona Beach		0.447556475211771%
	DeBary		0.035283616214775%
	DeLand		0.098983689498367%
	Deltona		0.199329190038370%
	Edgewater		0.058042202342606%
	Holly Hill		0.031615805142634%
	New Smyrna Beach		0.104065968305755%
	Orange City		0.033562287058147%
	Ormond Beach		0.114644516477187%
	Port Orange		0.177596501561906%
	South Daytona		0.045221205322611%
Wakulla		0.11512932120801%	
	Wakulla County		0.115129321208010%
Walton		0.26855821615101%	
	Walton County		0.268558216151006%
Washington		0.12012444410873%	
	Washington County		0.120124444108733%

EXHIBIT C

OPIOID REMEDIATION

Schedule A Core Strategies

Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹

- A. **NALOXONE OR OTHER FDA-APPROVED
MEDICATION TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT D

SUBDIVISION SETTLEMENT PARTICIPATION FORM

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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 _____ (“*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: _____

Name: _____

Title: _____

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

EXHIBIT E

draft

Qualified Settlement Fund Administrator Terms

I. Definitions

- A. This Qualified Settlement Fund Administrator Terms document incorporates all defined terms in the Settlement Agreement and the Escrow Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Settlement Agreement and Escrow Agreement to the greatest extent feasible.
- B. *Settlement Fund Administrator.* Wilmington Trust, National Association (“Wilmington Trust” or “Settlement Fund Administrator”) shall serve as the Settlement Fund Administrator and is intended to serve as an “administrator” as defined in *Treas. Reg. § 1.468B-2(k)(3)*. In the event that Wilmington Trust becomes unable to continue to serve as the Settlement Fund Administrator, the Parties shall meet and confer and agree upon a replacement.

II. Establishment of the Settlement Fund Administrator

- A. *Selection of the Settlement Fund Administrator.*
 - i. Wilmington Trust is selected as the Settlement Fund Administrator.
 - ii. The Qualified Settlement Fund (“QSF”) is being established pursuant to order of the Court to resolve or satisfy one or more contested claims that have resulted or may result from an event (or a related series of events) that has occurred and that is alleged to have given rise to at least one claim asserting liability arising out of a tort, breach of contract or violation of law. The QSF is subject to the continuing jurisdiction of the Court and is intended to qualify as a “qualified settlement fund” as defined in *Treas. Reg. § 1.468B-1(a)*. The purpose of the QSF includes, but is not necessarily limited to, (i) receiving, holding, and investing the payment to be made by Allergan under the Settlement Agreement, and (ii) distributing amounts in accordance with the Settlement Agreement and the Escrow Agreement. The duties of the Settlement Fund Administrator shall be to serve these purposes and are subject to the terms of the Escrow Agreement. The Settlement Fund Administrator shall manage the QSF in a manner designed to preserve principal and accrue income by investing in instruments/securities comprised of (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities including SEC registered money market funds and collateralized money market accounts; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts, and certificates of deposit subject to Federal Depository Insurance Corporation protections as available. The

Settlement Fund Administrator shall hold and distribute the funds deposited in the QSF as provided in the Settlement Agreement and subject to the procedural and security requirements set forth in sections 1.3 to 1.5 of the Escrow Agreement.

- iii. The term of the Settlement Fund Administrator shall continue until all funds are distributed pursuant to the terms of the Settlement Agreement unless the Settlement Fund Administrator is removed pursuant to the Escrow Agreement.

B. Governance of the Settlement Fund Administrator.

- i. The Settlement Fund Administrator will administer and disburse funds from the Abatement Accounts Sub-Fund, State Sub-Fund, Subdivision Sub-Fund and State and Subdivision Litigation Costs Sub-Funds as provided in the Settlement Agreement and subject to the procedural and security requirements set forth in sections 1.3 to 1.5 of the Escrow Agreement. The Settlement Fund Administrator will also perform other duties as described in these terms and in the Settlement Agreement.
- ii. All parties to the Settlement Agreement are entitled to rely upon information received from the Settlement Fund Administrator, whether in oral, written, or other form. On Allergan's request, the State will instruct the Settlement Fund Administrator to promptly provide statements setting forth the activity in the QSF to Allergan. The State shall also notify Allergan regarding any payments or expenses paid from the QSF upon receipt of a request for such information from Allergan. No Party to the Settlement Agreement shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any other party for or in connection with any action taken or not taken by the Settlement Fund Administrator, except as between the State and the Settlement Fund Administrator to the extent provided for in the Escrow Agreement.

C. Removal of the Settlement Fund Administrator.

- i. The Settlement Fund Administrator may be removed pursuant to the Escrow Agreement or for failure to perform its duties.
- ii. The terms of this Exhibit E shall apply to any replacement Settlement Fund Administrator.

D. Funding of the Settlement Fund Administrator.

- i. The costs and fees associated with or arising out of the duties of the Settlement Fund Administrator shall be paid out of the State Sub-Fund.
- ii. The costs and fees associated with the Settlement Fund Administrator shall be established in the Escrow Agreement.

III. Calculation and Allocation of Annual Payments

A. General Principles.

- i. This Section is intended to implement the relevant provisions of the Settlement Agreement and the exhibits therein, including the Florida Opioid Allocation and Statewide Response Agreement. To the extent this Section III conflicts with the Settlement Agreement and the exhibits therein, the Settlement Agreement shall control.
- ii. With respect to the payment instructions to be provided by the State as described in the following subsection III.B, the Settlement Fund Administrator is entitled to rely upon the State's instructions, provided in written form and copied to Allergan, for the purpose for which it was submitted, provided that neither Allergan nor any Participation Subdivision has objected to those instructions pursuant to the procedures described in the following subsection III.B.

B. *Payments*

- i. The State shall calculate the distributions due to Participating Subdivisions and shall provide those calculations to the Participating Subdivisions and Allergan in advance of the payment date. Notice as to Allergan shall be made in accordance with subsection H.7 of the Agreement and notice as to Participating Subdivisions shall be made as instructed by each Participating Subdivision.
- ii. Objections to distributions proposed to be made by the State may be made within seven (7) calendar days of receipt of notice by sending a written objection by email to the following addresses: john.guard@myfloridalegal.com; greg.slemp@myfloridalegal.com; sabrina.donovan@myfloridalegal.com. In the event the email address to which objections are to be sent changes, the State shall notify Allergan and the Participating Subdivision of such change, and any deadline to provide an objection shall be suspended until the State has confirmed Allergan and the Participating Subdivisions' receipt of such notice.
- iii. In connection with the notice, the State shall request from each Participating Subdivision: (i) a completed W-9, and (ii) instructions concerning how the subdivision wishes to be paid (check or wire), and, if applicable, wiring instructions or the address where the payment should be mailed. Any costs for the form of payment to the Participating Subdivision shall be deducted from the calculated settlement payment.
- iv. In the absence of any timely objection, the State's proposed calculations shall be final, and the State shall provide the final calculations to the Settlement Fund Administrator along with the W-9s, payment instructions, and other required information under the Escrow Agreement and direct the Settlement Fund Administrator to pay those amounts in accordance with the Escrow Agreement.
- v. In all events, the State shall provide notice to Allergan in the event of any objection regarding the distribution of any payment and, at its option, Allergan may elect to join any objection that is made by a Participating Subdivision. In the case of any objection, whether by Allergan or a

Participating Subdivision, the State and the entity or entities (including Allergan, if applicable) objecting to the payment shall resolve that objection. If that resolution made by one entity affects other entities (including Allergan, if applicable), the State shall provide notice to those affected and resolve the objection in accordance with the Settlement Agreement or the Florida Opioid Allocation and Statewide Response Agreement.

- vi. Pending the resolution of any objections as provided above, the State may provide instructions to the Settlement Fund Administrator to pay any undisputed portion. Before doing so, it shall provide notice to Allergan and the Participating Subdivisions of the dispute and a breakdown of the proposed partial payments. Upon such notice, Allergan and the Participating Subdivisions shall have an opportunity to object to the proposed partial payments in accordance with the procedures outlined in the foregoing subsections.
- vii. In consultation with the State, and subject to the terms of the Settlement Agreement, the Settlement Fund Administrator may set reasonable limits on the frequency with which it makes payments and may set other reasonable restrictions on complying with requests made by the State or the Participating Subdivisions, to limit the burdens and costs imposed on the Settlement Fund Administrator.

C. Extensions.

- i. The schedule provided for in this Section III shall be adjusted based on what is practicable. The Settlement Fund Administrator shall provide notice to the State and Allergan regarding whether the deadlines provided for in Section III or in the Escrow Agreement need to be adjusted. The State shall communicate that notice to the Participating Subdivisions.
- ii. The deadlines in this Section III may be extended by the written agreement of the State and Allergan.

IV. Reporting Obligations

The Settlement Fund is intended to be classified as a “qualified settlement fund” within the meaning of Treasury regulations Section 1.468B-1, et seq. (and corresponding or similar provisions of state, local, or foreign law, as applicable). The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. The State shall obtain any necessary orders from the Court to qualify the Settlement Fund as a “qualified settlement fund.” The Settlement Fund Administrator shall promptly take all other steps necessary for qualifying and operating the QSF as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. These obligations include, without limitation, the following:

- i. Regulation § 1.468B-3 Statement. The Settlement Fund Administrator will prepare a “Regulation § 1.468B-3 Statement” pursuant to Treas. Reg. § 1.468B-3(e) on behalf of Allergan and provide copies to Allergan’s counsel for review and approval by January 15 of each year pertaining to

transfers to or from the Settlement Fund involving Allergan that were made in the preceding calendar year. The “Regulation § 1.468B-3 Statement” may be a joint statement as permitted under Treas. Reg. § 1.468B-3(e)(2)(ii).

- ii. Regulation § 1.468B-1 Relation Back Election. If required, the Settlement Fund Administrator will prepare and attach to the income tax return of the QSF a “Regulation § 1.468B-1 Relation Back Election” pursuant to Treas. Reg. § 1.468B-1(j) for approval and execution by Allergan and the Settlement Fund Administrator. The Settlement Fund Administrator will forward a copy of the “Regulation § 1.468B-1 Relation Back Election” to Allergan promptly after filing the same.
- iii. Income Tax Returns. The Settlement Fund Administrator shall obtain federal (and, if applicable, state) taxpayer identification number(s) for the Settlement Fund and provide the same to Allergan. The Settlement Fund Administrator shall also timely and properly prepare and file on behalf of the QSF: (i) federal tax, information and withholding returns in accordance with Treas. Reg. § 1.468B-2 and the other provisions of the Internal Revenue Code of 1986, as amended; and (ii) all necessary state and local tax returns.
- iv. Tax Detriment. Notwithstanding any effort or failure of the Settlement Fund Administrator and/or the parties hereto to treat the QSF as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 effective as of the date hereof, if Allergan incurs any taxes or additional tax liability, interest, penalties or other tax-related losses of any kind (such tax liability, interest, penalties and/or losses hereinafter collectively referred to as “Tax Detriments”) resulting from income earned by the QSF, such Tax Detriment shall be paid out of the State Sub-Fund or the Abatement Accounts Sub-Fund of the QSF, as the State may direct, or in the absence of sufficient funds in these Sub-Funds or at the State’s option, by the State.
- v. Notwithstanding any other provision of this Exhibit E or the Settlement Agreement, the parties hereto acknowledge and agree that Allergan has made no representations or warranties regarding the tax consequences and shall have no liability to the State, the Settlement Fund Administrator, the Participating Subdivisions or any other party with respect to matters related to such tax consequences. Further, the Settlement Agreement, including this Exhibit E, shall be binding on the Parties and the Settlement Fund Administrator, and shall continue to apply, notwithstanding the tax consequences of any payments made pursuant to the Settlement Agreement and this Exhibit E.

EXHIBIT F

ALLERGAN INJUNCTIVE RELIEF TERMS

A. Injunctive Relief Terms

1. Allergan does not currently manufacture, sell, or promote any Opioids or Opioid Products. As provided below, Allergan shall not manufacture, sell, or promote any Opioids or Opioid Products in or for distribution in the State of Florida. However, the Parties acknowledge that certain Opioids or Opioid Products sold by Allergan prior to 2021 may still be circulating in the marketplace outside the possession and control of Allergan and the same is not a breach of any terms within this Settlement Agreement. For purposes of this **Exhibit F** only, Allergan means Allergan Finance, LLC, Allergan Limited, and AbbVie Inc., and each of their respective parents (as applicable), subsidiaries, successors, affiliates, and officers, directors, employees, representatives, and agents under the control of the foregoing.

2. Compliance Duration.

(a) **Exhibit F** of this Agreement shall be effective until March 3, 2032 and is limited to conduct in the United States that involves or affects the State of Florida.

(b) Nothing in this Agreement shall relieve Allergan of its independent obligation to fully comply with the laws of the State of Florida before or after expiration of the injunction period specified in this section.

3. **Ban on Selling and Manufacturing Opioids.** Allergan shall not manufacture or sell any Opioids or Opioid Products for distribution in the State. Allergan represents that Kadian® and Norco® were voluntarily discontinued by the end of 2020 and that the last inventory shipped will expire on or before June 30, 2023.

4. Ban on Promotion.

(a) Allergan shall not engage in promotion of Opioids or Opioid Products, including but not limited to, by:

(1) Employing or contracting with sales representatives, Health Care Providers, any Third Party, or other persons to promote Opioids or Opioid Products to (i) Health Care Providers, (ii) patients, (iii) third-party payors (e.g., any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers), or (iv) persons involved in determining formulary access or treatment guidelines to promote Opioids or Opioid Products;

(2) Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for promotion of Opioids or Opioid Products; and

(3) Creating or distributing promotional materials (such as advertisements) that promote Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, guides, websites or internet advertisements, social media accounts or networks, and providing hyperlinks, engaging in internet search engine optimization, or otherwise directing internet traffic by improving rankings or making content appear among the top results in an internet search or otherwise be more visible or more accessible to the public on the internet to promote Opioids or Opioid Products.

(b) Notwithstanding **Section A(4)(a)** directly above, Allergan may engage in other conduct, including but not limited to the following:

(1) Maintain a corporate website that includes Opioid Products on company's list of products that contains principally the following content: the FDA-approved package insert, medication guide, and labeling;

(2) Maintain a product website for any Opioid Product that contains principally the following content: the FDA-approved package insert, medication guide, and

labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;

(3) Provide factual information about Opioid Products sold by Allergan prior to 2021 which may still be circulating in the marketplace outside the possession and control of Allergan (including but not limited to an Opioid Product's NDC, SKU, or other relevant information such as formulation, package size, dosage, or pricing);

(4) Provide or collect information or support the provision or collection of information as expressly required by law or any state or federal government agency with jurisdiction in Florida (including but not limited to collecting and/or reporting adverse events related to Opioid Products);

(5) Provide the following by mail, electronic mail, on or through Allergan's corporate or product websites, or through other electronic or digital methods: FDA-approved package insert, medication guide, and labeling for Opioid Products, or other prescribing information for Opioid Products that are published or approved by a state or federal government agency with jurisdiction in Florida;

(6) Provide scientific and/or medical information to a Health Care Provider consistent with FDA standards, rules, regulations, and/or guidance, including, but not limited to, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011) as updated or amended by the FDA, and *Guidance for Industry, Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009) as updated or amended by the FDA;

(7) Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved package insert, medication guide, and labeling for Opioid Products, to speak with a licensed Health Care Provider without describing the safety or effectiveness of any Opioid Product or naming any specific Health Care Provider, or to speak with their health insurance carrier regarding coverage of an Opioid Product;

(8) Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with FDA standards, rules, regulations, and/or guidance, including, but not limited to, FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;

(9) Conduct or provide financial support or In-Kind Support for bona fide scientific research; and

(10) Draft, publish, or provide financial support or In-Kind Support for bona fide scientific publications.

(c) Promotion of Treatment of Pain to promote Opioids or Opioid Products.

(1) Allergan shall not promote the Treatment of Pain with or by referring directly to Opioids or Opioid Products (including with Unbranded Information) or with the intent and purpose of promoting Opioids or Opioid Products.

(2) Allergan shall not promote the concept that pain is undertreated to promote Opioids or Opioid Products.

(3) For the avoidance of doubt, this **Section A(4)** is not intended and shall not be interpreted to prohibit any and all discussions or references to Opioids or Opioid Products when doing so is not to promote Opioids or Opioid Product, including, for example, if certain patient populations, such as those with a history of abuse of Opioids or Opioid Products, are identified as having a higher prevalence of other conditions, such as Hepatitis C, or being appropriate candidates for treatment of those other conditions.

5. No Financial Reward or Discipline Based on Volume of Opioid Product Sales.

(a) Allergan shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products; and

(b) Allergan shall not offer or pay any remuneration (including any compensation or rebate), directly or indirectly, to any person in return for the prescribing, sale, use, or distribution of an Opioid Product (except to the extent a pre-existing contractual or legal requirement exists related to Opioid Products sold by Allergan before 2021).

6. Ban on Funding/Grants to Third Parties.

(a) Allergan shall not directly or indirectly provide financial support or In-Kind Support to any Third Party regarding conduct that promotes Opioids or Opioid Products, including educational programs, brochures, newsletters, pamphlets, journals, books, guides, websites, or social media accounts or networks that promote Opioids or Opioid Products, but excluding financial support otherwise required by the Agreement, a court order, a federal or state agency (e.g., FDA-approved Risk Evaluation and Mitigation Strategy (REMs)), or a federal or state law or regulation.

(b) Allergan shall not directly or indirectly provide financial support or In-Kind Support to any Third Party for medical education programs with the intent and purpose of promoting Opioids or Opioid Products.

(c) Allergan shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group related to conduct that promotes Opioids or Opioid Products.

(d) Allergan shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of promoting Opioids or Opioid Products.

(e) Allergan shall not use, assist, or employ any Third Party to engage in any activity that Allergan itself would be prohibited from engaging in pursuant to the Agreement.

(f) Allergan shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids or Opioid Products.

(g) Allergan shall play no role in appointing persons to the board, or hiring persons to the staff, of any Third Party that primarily engages in conduct that promotes Opioids or Opioid Products. For avoidance of doubt, nothing in this section shall prohibit Allergan from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or board member at any such Third Party.

7. Compliance with All State Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product. Allergan shall comply with all applicable state laws and regulations that relate to the sale, promotion, distribution, and disposal of Opioids

or Opioid Products, provided that nothing in this **Section A** requires Allergan to violate federal law or regulations, including but not limited to:

(a) Florida controlled substances statutes, including all guidance issued by the applicable state regulator(s);

(b) Florida consumer protection laws; and

(c) Florida laws, regulations, and guidelines related to the prescribing, distribution, and disposal of Opioid Products.

B. Clinical Data Transparency.

1. Allergan agrees to make available to an independent Third-Party data center or platform owner (e.g., Vivli) anonymized clinical data generated from Allergan-sponsored Phase II-IV interventional clinical studies—regardless of whether that data was submitted to a regulatory authority (e.g., FDA)—for branded opioid drugs that are Opioids or Opioid Products that have received an initial marketing authorization from a regulatory authority to the extent Allergan conducts a reasonable, good faith investigation to locate any such data and it is in Allergan’s possession. For the avoidance of doubt, anonymized clinical data includes:

(a) Full analyzable data set(s) (including individual participant-level data de-identified);

(b) The clinical study report(s) redacted for commercial or personal identifying information;

(c) The full protocol(s) (including the initial version, final version, and all amendments); and

(d) Full statistical analysis plan(s) (including all amendments and documentation for additional work processes); and Dataset Specifications, which describe

the available dataset variables (such as age, race, blood pressure, lab values, etc.).

2. The independent Third Party will facilitate the disclosure of such clinical data to qualified researchers with a bona fide scientific research proposal as reviewed and approved by an independent review panel for scientific merit consistent with the panel's assessment criteria and pursuant to an agreed upon data use agreement.

3. Allergan shall not interfere with decisions made by the staff or reviewers associated with the independent Third-Party data center or platform owner.

4. Allergan shall bear all costs for making clinical data available pursuant to **Section B** of this Agreement.

EXHIBIT G
draft

<u>Litigating Subdivision</u>	<u>Local Litigation Cost Share</u>
Alachua County	1.0580563941118500%
Apopka	0.1215329679172490%
Bay County	0.6743853947971450%
Bradenton	0.4749682718143620%
Bradford County	0.2368825999247740%
Brevard County	2.9841904994087900%
Broward County	5.0788659071877600%
Calhoun County	0.0589164770693348%
Clay County	1.4919590528781900%
Clearwater	0.7924203742280190%
Coconut Creek	0.1264292438193310%
Coral Gables	0.0897355488925041%
Coral Springs	0.4043048184848150%
Daytona Beach	0.5595101817342350%
Daytona Beach Shores	0.0049121655318066%
Deerfield Beach	0.2530582429837640%
Delray Beach	0.4398589999657240%
Deltona	0.2491902531195310%
Dixie County	0.1296956977011560%
Escambia County	1.2638929275031100%
Florida City	0.0049121655318066%
Fort Lauderdale	1.0383464434128300%
Fort Pierce	0.1994420924009210%
Gilchrist County	0.0804264958213678%
Gulf County	0.0749014445716371%
Hallandale Beach	0.1937104759647790%
Hamilton County	0.0599334133716682%
Hernando County	1.8878128582969600%
Hillsborough County	8.1548303679879300%
Holmes County	0.1020273124575380%
Homestead	0.0311731835713032%
Jackson County	0.1986930098567910%
Jacksonville	6.6203098069205700%
Lake County	0.9770487918320040%
Lauderhill	0.1804993838228590%
Lee County	2.6882938146892400%

Leon County	0.5890694329150050%
Levy County	0.3140267522345930%
Lynn Haven	0.0490126978571018%
Manatee County	2.8609845804763200%
Marion County	1.6654193307333400%
Miami	0.3660335103211090%
Miami Gardens	0.0508604347992879%
Miami-Dade County	5.4031323908059000%
Miramar	0.3491405639774380%
Monroe County	0.4854327279611400%
New Port Richey	0.1873705137049190%
Niceville	0.0271848865105896%
North Miami	0.0379784849873643%
Ocala	0.4612963804104470%
Ocoee	0.0832593898064393%
Okaloosa County	0.7932307453439410%
Orange County	3.9242890922912800%
Orlando	1.4504780395102400%
Ormond Beach	0.1433221901630030%
Osceola County	1.0466816891766000%
Oviedo	0.1289284555802000%
Palatka	0.0587008320945097%
Palm Bay	0.5060801668138730%
Palm Beach County	7.4561883184436100%
Palmetto	0.0660940498103573%
Panama City	0.1939647100403620%
Pasco County	5.5375586582705800%
Pembroke Pines	0.5786072467153300%
Pensacola	0.4133437478506440%
Pinellas County	5.9926126841466200%
Pinellas Park	0.3146192084285860%
Polk County	2.0023407694530500%
Pompano Beach	0.4193886169870580%
Port St. Lucie	0.4885607150696560%
Putnam County	0.4224712051535060%
Sanford	0.2053280652400960%
Santa Rosa County	0.8183885690911740%
Sarasota	0.6054198619009580%
Sarasota County	2.4612900245585600%
Seminole County	1.8860854285512600%

St. Augustine	0.0581446950541711%
St. Johns County	0.8298745014344930%
St. Lucie County	1.1954994212769900%
St. Petersburg	1.8209515663656500%
Stuart	0.1015415437774050%
Suwannee County	0.2387961653329590%
Sweetwater	0.0051459700834591%
Tallahassee	0.5325590997752980%
Tampa	2.4698749645037000%
Taylor County	0.1152406745465610%
Town of Eatonville	0.0049121655318066%
Union County	0.0814547818592183%
Volusia County	2.2307927858357100%
Walton County	0.3357365263317270%
Washington County	0.1501728905211320%

EXHIBIT H

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, STATE OF FLORIDA
WEST PASCO CIVIL DIVISION

STATE OF FLORIDA, OFFICE OF THE
ATTORNEY GENERAL, DEPARTMENT
OF LEGAL AFFAIRS,

Plaintiff,

v.

No. 2018-CA-001438

PURDUE PHARMA L.P., et al.,

Defendants.

CONSENT JUDGMENT

Plaintiff, the State of Florida, Office of the Attorney General, Department of Legal Affairs (“Plaintiff” or “Florida AG”), brought the above-captioned action against Defendant Allergan Finance, LLC (“Allergan”), among others, alleging: that Allergan violated Florida law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in what Florida has alleged is a public nuisance in Florida; that Allergan violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; that Allergan violated Fla. Stat. § 501.204(1); and that Allergan violated Fla. Stat. § 895.03(3) & (4) (the “Florida AG Action”). Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens.

In addition, numerous governmental entities in Florida (“Subdivisions”) have brought separate lawsuits (“Actions”) in various forums against Allergan, among others. These Actions assert claims that arise out of or relate to alleged conduct that is substantially similar to or overlaps with the conduct alleged in the Florida AG Action (the “Covered Conduct”).

Allergan denies the allegations in the Florida AG Action and other Actions and claims to have no liability to Plaintiff or to any Subdivision or other governmental entity (whether such governmental entity has brought or is a party to another Action or not). Plaintiff and Allergan (the “Parties”), by their counsel, have agreed to a resolution of the Florida AG Action (“Agreement,” attached to this judgment) and the entry of this Consent Judgment (including the injunctive terms incorporated herein) by the Court without trial or finding of admission or wrongdoing or liability of any kind. Furthermore, under the Agreement, and as effectuated in this Consent Judgment, the Florida AG is exercising its authority to act in the public interest and release its own Claims as well as those of all Subdivisions, whether asserted previously or in the future, that arise out of or relate to the Covered Conduct. Unless otherwise specified, capitalized terms used herein shall have the meanings specified in the Agreement.

NOW THEREFORE, without trial or adjudication of any issue of fact or law presented in the Florida AG Action or the other Actions, without this Consent Judgment constituting evidence against or admission by anyone with respect to any issue of fact or law, and upon the Parties’ consent, IT IS HEREBY ORDERED AS FOLLOWS:

I. PARTIES

1. Defendant Allergan Finance, LLC is a limited liability corporation with its principal places of business in North Chicago, Illinois.

2. Plaintiff has the authority to act in the public interest and on behalf of the people of Florida as the people's attorney.

II. JURISDICTION

3. This Court has jurisdiction over the Parties and the subject matter of this action and all Litigating Subdivisions and all other Participating Subdivisions, each of which 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.

III. AGREEMENT

4. The Parties have agreed to resolution of the Florida AG Action under the terms of their Agreement, which is attached hereto as Exhibit A. In the event of a conflict between the terms of the Agreement and this summary document, the terms of the Agreement shall govern.

IV. FINANCIAL TERMS

5. On or before the later of (a) seven (7) days after the entry of this Consent Judgment, or (b) fourteen (14) days after (i) the Qualified Settlement Fund contemplated by the Agreement has been established under the authority and jurisdiction of the Court, and (ii) Allergan has received a W-9 and wire instructions for the Qualified Settlement Fund, Allergan Finance, LLC shall pay the sum of \$134,200,000 into the Qualified Settlement Fund according to the terms specified in the Agreement, consisting of \$122,000,000 to be allocated for opioid remediation, \$6,100,000 to be available to reimburse State Litigation Costs, and \$6,100,000 to be available to reimburse Litigating Subdivision Litigation Costs.

6. As contemplated by the Settlement Agreement, Plaintiff has filed a motion to establish a Qualified Settlement Fund and appoint a settlement fund administrator, which is contained in Exhibit B to this Consent Judgment, and a motion for State Litigation Costs, which

is contained in Exhibit C to this Consent Judgment. The Court will enter separate orders with respect to these motions.

7. Subsection C.1(b) of the Parties' Agreement specifies the portion of the payment to be allocated for opioid remediation and that this portion of the payment shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund. Subsection C.1(b) of the Parties' Agreement also provides that the amount to be available to reimburse State Litigation Costs shall be allocated by the Qualified Settlement Fund Administrator to a State Litigation Cost Payment Sub-Fund and that the amount to be available to reimburse Litigation Subdivision Litigation Costs shall be allocated by the Qualified Settlement Fund Administrator to a Litigating Subdivision Litigation Cost Sub-Fund. The Court approves the allocations set forth in the Agreement and the requirements governing distribution from each, the satisfaction of which will be determined at the appropriate time.

8. The Parties' Agreement provides that Subdivisions that elect to participate in the settlement by the Initial Participation Date and complete other requirements specified in the Agreement may be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Effective Date of the Agreement. The Parties' Agreement further provides that Subdivisions that elect to participate in the settlement after the Initial Participation Date and complete other requirements specified in the Agreement may be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

9. The Parties previously agreed to an Initial Participation Date of April 28, 2022. Pursuant to the Agreement's terms, the Effective Date of the Agreement is May 3, 2022, and the Post-Effective Date Sign-on Deadline is September 30, 2022.

V. INJUNCTIVE TERMS

10. The Parties have agreed that Allergan shall be subject to the injunctive terms set forth in Exhibit D to this Judgment. In doing so, the Parties agree that the terms and injunctive relief set out in Exhibit D to this Judgment shall supersede and take the place of any injunctive relief previously set out in Exhibit F to the Agreement.. The agreed injunctive terms in Exhibit D to this Judgment are expressly incorporated into and are given full force and effect by this Consent Judgment, and Allergan shall comply with the injunctive terms within 180 days of the entry of this Consent Judgment.

11. Compliance with injunctive terms may be enforced in this Court consistent with the terms specified in the injunctive provisions set forth in Exhibit D to this Judgment.

VI. RELEASES AND DISMISSAL WITH PREJUDICE

12. Plaintiff and Allergan have agreed to the Release of certain Claims as provided in Sections B and E of the Agreement. Such Releases are given in good faith within the meaning of Fla. Stat. § 768.31(5) and upon entry of this Consent Judgment shall be effective as to all Releasors.

13. Plaintiff's Claims against Allergan are hereby DISMISSED WITH PREJUDICE, with each Party to bear its own costs except as specified in the Agreement.

VII. MISCELLANEOUS

14. This Court retains jurisdiction to enforce the terms of this Consent Judgment. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

15. This Consent Judgment shall remain in full force and effect for eight years from the date it is entered, at which time Allergan's obligations under the Consent Judgment shall expire.

16. Entry of this Consent Judgment is in the public interest.

IT IS SO ORDERED, ADJUDGED AND DECREED in Chambers at New Port Richey, Pasco County, Florida, this ___ day of April 2022.

Honorable Kimberly Sharpe Byrd
Circuit Court Judge

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

ALLERGAN FINANCE, LLC

By: _____

Name: James F. Hurst
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
james.hurst@kirkland.com

Date: _____

PLAINTIFF

**STATE OF FLORIDA, including the
OFFICE OF THE ATTORNEY GENERAL**

By: _____

Name: John Guard
Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: _____

STATE OUTSIDE LITIGATION COUNSEL

Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.

By: _____

Name: David C. Frederick

Date: _____

Drake Martin Law Firm, LLC

By: _____

Name: Drake Martin

Date: _____

EXHIBIT I

**FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.

7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys’ fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein “Expense Fund”) shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys’ fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

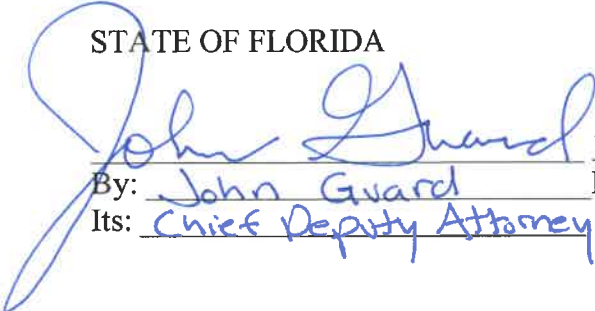
STATE OF FLORIDA

By: John Guard DATED 11/15/2021
Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B
Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
Baker	Waldo		0.002988721299%
		0.193173804130%	
Bay	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Maccleddy		0.023628329446%
		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
Bradford	Parker		0.008704696178%
	Springfield		0.016354442736%
		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
		3.878799180444%	
	Brevard	Brevard County	
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples			0.134416197054%
Columbia			0.446781150792%	
	Columbia County			0.341887201373%
	Fort White			0.000236047247%
	Lake City			0.104659717920%
DeSoto			0.113640407802%	
	DeSoto County			0.096884684746%
	Arcadia			0.016755723056%
Dixie			0.103744580900%	
	Dixie County			0.098822087921%
	Cross City			0.004639236282%
	Horseshoe Beach			0.000281440949%
Duval			5.434975156935%	
	Jacksonville			5.270570064997%
	Atlantic Beach			0.038891507601%
	Baldwin			0.002251527589%
	Jacksonville Beach			0.100447182431%
	Neptune Beach			0.022814874318%
Escambia			1.341634449244%	
	Escambia County			1.005860871574%
	Century			0.005136751249%
	Pensacola			0.330636826421%
Flagler			0.389864712244%	
	Flagler County			0.279755934409%
	Beverly Beach			0.000154338585%
	Bunnell			0.009501809575%
	Flagler Beach			0.015482883669%
	Marineland			0.000114392127%
	Palm Coast			0.084857169626%
Franklin			0.049911282550%	
	Franklin County			0.046254365966%
	Apalachicola			0.001768538606%
	Carabelle			0.001888377978%
Gadsden			0.123656074077%	
	Gadsden County			0.090211810642%

	Chattahoochee			0.004181667772%
	Greensboro			0.000492067723%
	Gretna			0.002240633101%
	Havana			0.005459954403%
	Midway			0.001202025213%
	Quincy			0.019867915223%
Gilchrist			0.064333769355%	
	Gilchrist County			0.061274233881%
	Bell			0.000099866143%
	Fanning Springs			0.000388570084%
	Trenton			0.002571099247%
Glades			0.040612836758%	
	Glades County			0.040420367464%
	Moore Haven			0.000192469294%
Gulf			0.059914238588%	
	Gulf County			0.054715751905%
	Port St. Joe			0.004817179591%
	Wewahitchka			0.000381307092%
Hamilton			0.047941195910%	
	Hamilton County			0.038817061931%
	Jasper			0.004869836285%
	Jennings			0.002623755940%
	White Springs			0.001630541754%
Hardee			0.067110048132%	
	Hardee County			0.058100306280%
	Bowling Green			0.001797590575%
	Wauchula			0.006667426860%
	Zolfo Springs			0.000544724417%
Hendry			0.144460915297%	
	Hendry County			0.122147187443%
	Clewiston			0.017589151414%
	LaBelle			0.004724576440%
Hernando			1.510075949110%	
	Hernando County			1.447521612849%
	Brooksville			0.061319627583%

	Weeki Wachee			0.001234708678%
Highlands			0.357188510237%	
	Highlands County			0.287621754986%
	Avon Park			0.025829016090%
	Lake Placid			0.005565267790%
	Sebring			0.038172471371%
Hillsborough			8.710984113657%	
	Hillsborough County			6.523111204400%
	Plant City			0.104218491142%
	Tampa			1.975671881253%
	Temple Terrace			0.107980721113%
Holmes			0.081612427851%	
	Holmes County			0.066805002459%
	Bonifay			0.006898026863%
	Esto			0.006269778036%
	Noma			0.001278286631%
	Ponce de Leon			0.000179759057%
	Westville			0.000179759057%
Indian River			0.753076058781%	
	Indian River County			0.623571460217%
	Fellsmere			0.004917045734%
	Indian River shores			0.025322422382%
	Orchid			0.000306861421%
	Sebastian			0.038315915467%
	Vero Beach			0.060642353558%
Jackson			0.158936058795%	
	Jackson County			0.075213731704%
	Alford			0.000303229925%
	Bascom			0.000061735434%
	Campbellton			0.001648699234%
	Cottondale			0.001093080329%
	Graceville			0.002794436257%
	Grandridge			0.000030867717%
	Greenwood			0.001292812616%
	Jacob City			0.000481173235%

	Malone			0.000092603151%
	Marianna			0.073519633768%
	Sneads			0.002404050426%
Jefferson			0.040821647784%	
	Jefferson County			0.037584169001%
	Monticello			0.003237478783%
Lafayette			0.031911772076%	
	Lafayette County			0.031555885457%
	Mayo			0.000355886619%
Lake			1.139211224519%	
	Lake County			0.757453827343%
	Astatula			0.002727253579%
	Clermont			0.075909163209%
	Eustis			0.041929254098%
	Fruitland Park			0.008381493024%
	Groveland			0.026154034992%
	Howey-In-The-Hills			0.002981458307%
	Lady Lake			0.025048244426%
	Leesburg			0.091339390185%
	Mascotte			0.011415608025%
	Minneola			0.016058475803%
	Montverde			0.001347285057%
	Mount Dora			0.041021380070%
	Tavares			0.031820984673%
	Umatilla			0.005623371728%
Lee			3.325371883359%	
	Lee County			2.115268407509%
	Bonita Springs			0.017374893143%
	Cape Coral			0.714429677167%
	Estero			0.012080171813%
	Fort Myers			0.431100350585%
	Fort Myers Beach			0.000522935440%
	Sanibel			0.034595447702%
Leon			0.897199244939%	
	Leon County			0.471201146391%

	Tallahassee			0.425998098549%
Lewy			0.251192401748%	
	Levy County			0.200131750679%
	Bronson			0.005701448894%
	Cedar Key			0.005180329202%
	Chiefland			0.015326729337%
	Fanning Springs			0.000808007885%
	Inglis			0.004976965420%
	Otter Creek			0.000408543312%
	Williston			0.017774357715%
	Yankeetown			0.000884269303%
Liberty			0.019399452225%	
	Liberty County			0.019303217578%
	Bristol			0.000096234647%
Madison			0.063540287455%	
	Madison County			0.053145129837%
	Greenville			0.000110760631%
	Lee			0.000019973229%
	Madison			0.010264423758%
Manatee			2.721323346235%	
	Manatee County			2.201647174006%
	Anna Maria			0.009930326116%
	Bradenton			0.379930754632%
	Bradenton Beach			0.014012127744%
	Holmes Beach			0.028038781473%
	Longboat Key			0.034895046131%
	Palmetto			0.052869136132%
Marion			1.701176168960%	
	Marion County			1.303728892837%
	Bellevue			0.009799592256%
	Dunnellon			0.018400790795%
	McIntosh			0.000145259844%
	Ocala			0.368994504094%
	Reddick			0.000107129135%
Martin			0.869487298116%	

	Martin County			0.750762795758%
	Jupiter Island			0.020873839646%
	Ocean Breeze Park			0.008270732393%
	Sewall's Point			0.008356072551%
	Stuart			0.081223857767%
Miami-Dade			5.232119784173%	
	Miami-Dade County			4.282797675552%
	Aventura			0.024619727885%
	Bal Harbour			0.010041086747%
	Bay Harbor Islands			0.004272455175%
	Biscayne Park			0.001134842535%
	Coral Gables			0.071780152131%
	Cutler Bay			0.009414653668%
	Doral			0.013977628531%
	El Portal			0.000924215760%
	Florida City			0.003929278792%
	Golden Beach			0.002847092951%
	Hialeah			0.098015895785%
	Hialeah Gardens			0.005452691411%
	Homestead			0.024935668046%
	Indian Creek			0.002543863026%
	Key Biscayne			0.013683477346%
	Medley			0.008748274131%
	Miami			0.292793005448%
	Miami Beach			0.181409572478%
	Miami Gardens			0.040683650932%
	Miami Lakes			0.007836768608%
	Miami Shores			0.006287935516%
	Miami Springs			0.006169911893%
	North Bay Village			0.005160355974%
	North Miami			0.030379280717%
	North Miami Beach			0.030391990953%
	Opa-locka			0.007847663096%
	Palmetto Bay			0.007404620570%
	Pinecrest			0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hilliard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake			0.023566594013%
	Belle Isle			0.010798253686%
	Eatonville			0.008325204835%
	Edgewood			0.009716067845%
	Lake Buena Vista			0.010355211161%
	Maitland			0.046728276209%
	Oakland			0.005429086686%
	Ocoee			0.066599822928%
	Orlando			1.160248481490%
	Windemere			0.007548064667%
	Winter Garden			0.056264584996%
	Winter Park			0.104903028159%
Osceola			1.073452092940%	
	Osceola County			0.837248691390%
	Kissimmee			0.162366006872%
	St. Cloud			0.073837394678%
Palm Beach			8.601594372053%	
	Palm Beach County			5.552548475026%
	Atlantis			0.018751230169%
	Belle Glade			0.020828445945%
	Boca Raton			0.472069073961%
	Boynton Beach			0.306498271771%
	Briny Breezes			0.003257452012%
	Cloud Lake			0.000188837798%
	Delray Beach			0.351846579457%
	Glen Ridge			0.000052656694%
	Golf			0.004283349663%
	Greenacres			0.076424835657%
	Gulf Stream			0.010671151322%
	Haverhill			0.001084001589%
	Highland Beach			0.032510968934%
	Hypoluxo			0.005153092982%
	Juno Beach			0.016757538804%
	Jupiter Island			0.125466374888%
	Jupiter Inlet Colony			0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

Clearwater			0.633863120196%
Dunedin			0.102440873796%
Gulfport			0.047893986460%
Indian Rocks Beach			0.008953453662%
Indian Shores			0.011323004874%
Kenneth City			0.017454786058%
Largo			0.374192990777%
Madeira Beach			0.022616957779%
North Reddington Beach			0.003820333909%
Oldsmar			0.039421706033%
Pinellas Park			0.251666311991%
Redington Beach			0.003611522882%
Redington Shores			0.006451352841%
Safety Harbor			0.038061710740%
Seminole			0.095248695748%
South Pasadena			0.029968921656%
St. Pete Beach			0.071791046619%
St. Petersburg			1.456593090134%
Tarpon Springs			0.101970595050%
Treasure Island			0.040652783215%
Polk		2.150483025298%	
Polk County			1.558049828484%
Auburndale			0.028636162584%
Bartow			0.043971970660%
Davenport			0.005305615818%
Dundee			0.005597951255%
Eagle Lake			0.002580177987%
Fort Meade			0.007702403251%
Frostproof			0.005857603227%
Haines City			0.047984773863%
Highland Park			0.000063551182%
Hillcrest Heights			0.000005447244%
Lake Alfred			0.007489960729%
Lake Hamilton			0.002540231530%
Lakeland			0.294875668468%

	Lake Wales			0.036293172134%
	Mulberry			0.005414560702%
	Polk City			0.001080370093%
	Winter Haven			0.097033576087%
Putnam			0.384893194068%	
	Putnam County			0.329225990182%
	Crescent City			0.005561636294%
	Interlachen			0.001877483489%
	Palatka			0.046955244716%
	Pomona Park			0.000379491344%
	Welaka			0.000893348043%
Santa Rosa			0.701267319513%	
	Santa Rosa County			0.592523984216%
	Gulf Breeze			0.061951507906%
	Jay			0.000159785829%
	Milton			0.046632041562%
Sarasota			2.805043857579%	
	Sarasota County			1.924315263251%
	Longboat Key			0.044489458856%
	North Port			0.209611771277%
	Sarasota			0.484279979635%
	Venice			0.142347384560%
Seminole			2.141148264544%	
	Seminole County			1.508694164839%
	Altamonte Springs			0.081305566430%
	Casselberry			0.080034542791%
	Lake Mary			0.079767627827%
	Longwood			0.061710013415%
	Oviedo			0.103130858057%
	Sanford			0.164243490362%
	Winter Springs			0.062262000824%
St. Johns			0.710333349554%	
	St. Johns County			0.656334818131%
	Hastings			0.000010894488%
	Marineland			0.000000000000%

	St. Augustine			0.046510386442%
	St. Augustine Beach			0.007477250493%
St. Lucie			1.506627843552%	
	St. Lucie County			0.956156584302%
	Fort Pierce			0.159535255654%
	Port St. Lucie			0.390803453989%
	St. Lucie Village			0.000132549608%
Sumter			0.326398870459%	
	Sumter County			0.302273026046%
	Bushnell			0.006607507174%
	Center Hill			0.001312785844%
	Coleman			0.000748088199%
	Webster			0.001423546476%
	Wildwood			0.014033916721%
Suwannee			0.191014879692%	
	Suwannee County			0.161027800555%
	Branford			0.000929663004%
	Live Oak			0.029057416132%
Taylor			0.092181897282%	
	Taylor County			0.069969851319%
	Perry			0.022212045963%
Union			0.065156303224%	
	Union County			0.063629259109%
	Lake Butler			0.001398126003%
	Raiford			0.000012710236%
	Worthington Springs			0.000116207876%
Volusia			3.130329674480%	
	Volusia County			1.708575342287%
	Daytona Beach			0.447556475212%
	Daytona Beach Shores			0.039743093439%
	DeBary			0.035283616215%
	DeLand			0.098983689498%
	Deltona			0.199329190038%
	Edgewater			0.058042202343%
	Flagler Beach			0.000223337011%

Holly Hill			0.031615805143%
Lake Helen			0.004918861482%
New Smyrna Beach			0.104065968306%
Oak Hill			0.004820811087%
Orange City			0.033562287058%
Ormond Beach			0.114644516477%
Pierson			0.002333236251%
Ponce Inlet			0.023813535748%
Port Orange			0.177596501562%
South Daytona			0.045221205323%
Wakulla		0.115129321208%	
Wakulla County			0.114953193647%
Sopchoppy			0.000107129135%
St. Marks			0.000068998426%
Walton		0.268558216151%	
Walton County			0.224268489581%
DeFuniak Springs			0.017057137234%
Freeport			0.003290135477%
Paxton			0.023942453860%
Washington		0.120124444109%	
Washington County			0.104908475404%
Caryville			0.001401757499%
Chipley			0.012550450560%
Ebro			0.000221521263%
Vernon			0.000361333863%
Wausau			0.000680905521%
		100.00%	100.00%

EXHIBIT J*draft***ESCROW AGREEMENT**

This Escrow Agreement dated this ___ day of _____, 2022 (the “**Escrow Agreement**”), is entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL – DEPARTMENT OF LEGAL AFFAIRS, a GOVERNMENT ENTITY LOCATED IN THE UNITED STATES (“**State**”), and Wilmington Trust, National Association, as escrow agent (“**Escrow Agent**”).

RECITALS

WHEREAS, the people of the State and its communities allege that they have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain with respect to the manufacture, distribution, and dispensing of opioid products; and

WHEREAS, the State, through its Attorney General, and certain counties, cities, towns, and other municipalities, through their elected representatives and counsel, are separately engaged in litigation against many of the same Pharmaceutical Supply Chain Participants in connection with the manufacture, distribution, and dispensing of opioid products (collectively referred to as the “**Litigation**”); and

WHEREAS, certain of the Pharmaceutical Supply Chain entities have separately settled or may separately settle with the State (collectively referred to as the “**Settlements**” or individually as a “**Settlement**”) conditioned on obtaining joinder and participation in those settlements from the certain of the State’s counties, cities, towns, and other municipalities (collectively referred to as the “**Local Governments**”); and

WHEREAS, the State and its Local Governments have entered into an agreement entitled the Florida Opioid Allocation and Statewide Response Agreement (the “**Agreement**”) under which the State and its Local Governments have agreed to the allocation and distribution from the Settlements relating to the Litigation; and

WHEREAS, it is necessary for the State to enter into this Escrow Agreement with the Escrow Agent to allow for the distribution of proceeds from each of the Settlements to the Local Governments and the State pursuant to the Agreement; and

WHEREAS, the State seeks to establish this account as a Qualified Settlement Fund as that term is utilized in section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Sections 26 C.F.R. §1.468B-1 et seq.; and

WHEREAS, the State has sought and received an order from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the “**Court**”) ordering the creation of this account and approving the form of this Escrow Agreement and the State is subject to continuing jurisdiction by the Court; and

WHEREAS, the State is establishing this account to resolve or satisfy one or more contested claims with respect to the manufacture, distribution, and dispensing of opioid products against Pharmaceutical Supply Chain Participants who have settled their claims against the State and/or Local Governments arising out of alleged tortious conduct and/or violations of law; and

WHEREAS, the funds placed in the account are segregated from other funds and assets belonging to the State; and

NOW, THEREFORE, in consideration of the premises, and further consideration of the covenants set forth hereafter, it is hereby agreed mutually as follows:

ARTICLE 1 ESCROW DEPOSIT

1.1. Receipt of Escrow Property.

(a) Upon execution of this Escrow Agreement by each of the parties hereto, the State shall cause funds from a Settlement in the amount of **\$134,200,000** to be deposited into a United States Dollar denominated account (the “**Escrow Account**”) established by the Escrow Agent. The Escrow Account is set forth below:

Manufacturers & Traders Trust Co.
ABA# 031100092
A/C# 155084-000
A/C Name: Florida Opioid Settlement Fund Allergan
Attn: Global Capital Markets

(b) The Escrow Agent will hold the deposit and any subsequent deposits in the Escrow Account, together with all investments thereof and all interest accumulated thereon and proceeds therefrom (the “**Escrow Property**”), in escrow upon the terms and conditions set forth in this Escrow Agreement and shall not disburse funds from the Escrow Account except as provided herein.

(c) The State may further request that Escrow Property in the Allergan Account be further subdivided into sub-accounts within the Allergan Account in accordance with the State’s settlement agreement with Allergan Finance, LLC (the “Allergan Agreement”). The State shall provide directions prior to or soon after deposit on how Escrow Property shall be subdivided. The State may adjust or transfer Escrow Property between sub-accounts within the Allergan Account after receipt consistent with the terms of the Allergan Agreement. Based on the Allergan Agreement it is expected that the Allergan Account may be divided into five sub-accounts: (1) a State sub-account; (2) a city/county or subdivision sub-account; (3) an abatement sub-account; (4) a State attorney’s fees and costs sub-account; and (5) a Local Government attorney’s fee and costs sub-account.

1.2. Investments.

(a) The Escrow Agent shall invest the Escrow Property in accordance with the written instructions provided to the Escrow Agent and signed by the State in such investments (i) as shall from time to time be selected by the State and (ii) be investments the Escrow Agent is able to hold. In all events, the proceeds shall be managed in a manner designed to preserve principal and accrue income by investing in instruments/securities comprised of (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities including SEC registered money market funds and collateralized money market accounts; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts, and certificates of deposit subject to Federal Depository Insurance Corporation protections as available. In the absence of written investment instructions from the State, the Escrow Agent shall hold the Escrow Property un-invested, without interest thereon. For the avoidance of doubt, any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 below. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected

funds. The Escrow Agent shall not be liable for collection items until such proceeds have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(c) In the event that market conditions are such that negative interest applies to amounts deposited with the Escrow Agent, the State shall be responsible for the payment of such interest and the Escrow Agent shall be entitled to deduct from amounts on deposit with it an amount necessary to pay such negative interest. For the avoidance of doubt, the indemnification protections afforded to the Escrow Agent under Section 3.1 of this Agreement shall cover any interest-related expenses (including, but not limited to, negative interest) incurred by the Escrow Agent in the performance of its duties hereunder.

1.3. Disbursements.

(a) The State shall provide direction to Escrow Agent of any disbursement of Escrow Property and all directions shall be in writing (a “Written Direction” and as used herein, the term “Written Direction” may refer, variably, to a writing substantially in the form of either Exhibit “A-1” or Exhibit “A-2,” as the context may require). It is expected that disbursements of Escrow Property will happen periodically depending on the terms of the Settlements. It is expected that at least two disbursements will be made in the first calendar year of the Escrow Agreement.

(b) In the event that Escrow Agent makes any payment to any other party pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Account or another party or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the recipient shall repay to the Escrow Agent upon written request the amount so paid to it.

(c) The Escrow Agent shall, in its sole discretion, comply with judgments or orders issued or process entered by any court with respect to the Escrow Property, including without limitation any attachment, levy or garnishment, without any obligation to determine such court's jurisdiction in the matter and in accordance with its normal business practices. If the Escrow Agent complies with any such judgment, order or process, then Escrow Agent shall not be liable to the State or any other person by reason of such compliance, regardless of the final disposition of any such judgment, order or process.

(d) The State understands and agrees that the Escrow Agent shall have no obligation or duty to act upon a Written Direction delivered to the Escrow Agent for the disbursement of Escrow Property under this Escrow Agreement if such Written Direction is not (i) in writing, (ii) signed by, in the case of the State, any individual designated by the State on Exhibit B hereto (each such individual an “**Authorized Representative**”), and (iii) delivered to, and able to be authenticated by, the Escrow Agent in accordance with Section 1.5.

(e) Upon request, the Escrow Agent will furnish monthly statements to the State setting forth the activity in the Escrow Account. Upon request by the State, the Escrow Agent will furnish monthly statements to Allergan Finance, LLC setting forth the activity in the Allergan Account (including all constituent sub-accounts of the Allergan Account). the Escrow Agent will furnish monthly statements to that Pharmaceutical Supply Chain Participant setting forth the activity in that Pharmaceutical Supply Chain Participant's Sub-Fund (including all constituent sub-funds of that Sub-Fund) within the Escrow Account.

(f) The State may specify in a Written Direction whether the Escrow Property shall be disbursed by way of wire transfer or check. If the written notice for the disbursement of funds does not so specify the disbursement means, the Escrow Agent may disburse the Escrow Property by any means chosen by the Escrow Agent.

1.4. Written Direction and Other Instruction.

(a) With respect to any Written Direction or any other notice, direction or other instruction required to be delivered by the State to the Escrow Agent under this Escrow Agreement, the Escrow Agent is authorized to follow and rely upon any and all such instructions given to it from time to time if the Escrow Agent believes, in good faith, that such instruction is genuine and to have been signed by an Authorized Representative of the State. The Escrow Agent shall have no duty or obligation to verify that the person who sent such instruction is, in fact, a person duly authorized to give instructions on behalf of the State, other than to verify that the signature of the Authorized Representative on any such instruction appears to be the signature of such person. The State acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent, and that there may be more secure methods of transmitting instructions other than the method selected by the State. The Escrow Agent shall have no responsibility or liability for any loss which may result from:

(i) any action taken or not taken by the Escrow Agent in good faith reliance on any such signatures, telephonic and email confirmations or instructions;

(ii) the State's reliance upon or use of any particular method of delivering instructions to the Escrow Agent, including the risk of interception of such instruction and misuse by third parties; or

(iii) any officer or Authorized Representative named in an incumbency certificate or Exhibit B delivered hereunder prior to actual receipt by the Escrow Agent of a more current incumbency certificate or an updated Exhibit B and a reasonable time for the Escrow Agent to act upon such updated or more current certificate or Exhibit.

(b) The State may, at any time, update Exhibit B by signing and submitting to the Escrow Agent an updated Exhibit. An updated Exhibit B shall constitute a Written Direction that is subject to the authentication and security requirements set forth in Section 1.5 below. Any updated Exhibit shall not be effective unless the Escrow Agent countersigns a copy thereof. The Escrow Agent shall be entitled to a reasonable time to act to implement any changes on an updated Exhibit.

1.5. Delivery and Authentication of Written Direction.

(a) A Written Direction must be delivered to the Escrow Agent by one of the delivery methods set forth in Section 4.3.

(b) The State and the Escrow Agent hereby agree that the following security procedures will be used to verify the authenticity of a Written Direction delivered by the State to the Escrow Agent under this Escrow Agreement:

(i) The Written Direction must include the name and signature of the person delivering the disbursement request to the Escrow Agent. The Escrow Agent will check that the name and signature of the person identified on the Written Direction appears to be the same as the name and signature of an Authorized Representative;

(ii) The Escrow Agent will make a telephone call to the Authorized Representative purporting to deliver the Written Direction (which Authorized Representative shall be the same as the Authorized Representative who delivered the Written Direction) at any telephone number for such Authorized Representative as set forth on Exhibit B, as applicable, to obtain oral confirmation of delivery of the Written Direction; and

(iii) If the Written Direction is sent by email to the Escrow Agent, the Escrow Agent also shall review such email address to verify that it appears to have been sent from an email address for an Authorized Representative as set forth on Exhibit B, or from an email address for a person authorized under Exhibit B, to email a Written Direction to the Escrow Agent on behalf of the Authorized Representative).

(c) The State acknowledges and agrees that given its particular circumstances, including the nature of its business, the size, type and frequency of its instructions, transactions and files, internal procedures and systems, the alternative security procedures offered by the Escrow Agent and the security procedures in general use by other customers and banks similarly situated, the security procedures set forth in this Section 1.5 are a commercially reasonable method of verifying the authenticity of a payment order in a Written Direction.

(d) The Escrow Agent is authorized to execute and the State expressly agrees to be bound by any payment order in a Written Direction issued in its name (and associated funds transfer) (i) that is accepted by the Escrow Agent in accordance with the security procedures set forth in this Section 1.5, whether or not authorized by the State and/or (ii) that is authorized by or on behalf of the State or for which the State is otherwise bound under the law of agency, whether or not the security procedures set forth in this Section 1.5 were followed, and to debit the Escrow Account for the amount of the payment order. Notwithstanding anything else, the Escrow Agent shall be deemed to have acted in good faith and without negligence, gross negligence or misconduct if the Escrow Agent is authorized to execute the payment order under this Section 1.5. Any action taken by the Escrow Agent pursuant to this Section 1.5 prior to the Escrow Agent's actual receipt and acknowledgement of a notice of revocation, cancellation or amendment of a Written Direction shall not be affected by such notice of revocation, cancellation or amendment of a Written Direction.

(e) The security procedures set forth in this Section 1.5 are intended to verify the authenticity of payment orders provided to the Escrow Agent and are not designed to, and do not, detect errors in the transmission or content of any payment order. The Escrow Agent is not responsible for detecting an error in the payment order, regardless of whether the State believes the error was apparent, and the Escrow Agent is not liable for any losses arising from any failure to detect an error.

(f) When instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), the Escrow Agent, and any other banks participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party

different than the party named. The State agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Escrow Agent hereunder.

(g) The Escrow Agent shall not be obliged to make any payment requested under this Escrow Agreement if it is unable to validate the authenticity of the request by the security procedures set forth in this Section 1.5. The Escrow Agent's inability to confirm a payment order may result in a delay or failure to act on that payment order. Notwithstanding anything else in this Escrow Agreement, the Escrow Agent shall not be required to treat a payment order as having been received until the Escrow Agent has authenticated it pursuant to the security procedures in this Section 1.5 and shall not be liable or responsible for any losses arising in relation to such delay or failure to act.

1.6. Income Tax Allocation and Reporting.

(a) The Escrow Account shall be treated at all times as a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1. The State and Escrow Agent, in cooperation with settling Pharmaceutical Supply Chain Participants shall jointly and timely take such actions as necessary or advisable to qualify the Escrow Account as a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1 and fulfill the requirements of such Treasury Regulation, including making a "relation-back election" under Treas. Reg. § 1.468B-1(j)(2), if applicable, to the earliest permitted date. If applicable, Settlement Fund Administrator (as defined below) will prepare, or cause to have prepared, the "relation-back election" pursuant to Treas. Reg. § 1.468B-1(j)(2) for execution by the relevant settling Pharmaceutical Supply Chain Participants and the State and attach to it the Escrow Account's first income tax return. For purposes of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Escrow Account shall be Wilmington Trust National Association as the settlement fund administrator (the "Settlement Fund Administrator") and Settlement Fund Administrator shall take all actions to ensure that the Settlement Fund Administrator qualifies as such. Settlement Fund Administrator shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required or advisable under Treas. Reg. § 1.468B-1. Settlement Fund Administrator will obtain an employer identification number for the Escrow Account and timely prepare, or cause to have prepared, a "Regulation Section 1.468B-3 Statement" pursuant to Treas. Reg. § 1.468B-3(e) on behalf of the settling Pharmaceutical Supply Chain Participants and provide copies to each settling Pharmaceutical Supply Chain Participant's counsel for review and approval. Settlement Fund Administrator shall timely and properly prepare and file any informational and other tax returns (including state, local or foreign) necessary or advisable with respect to the Escrow Account and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. § 1.468B-2(k), and to the extent applicable Treas. Reg. § 1.468B-2(1).

(b) Prior to the execution of this Escrow Agreement, or within two days thereafter, the State shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The State understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. Settlement Fund Administrator shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. No settling

Pharmaceutical Supply Chain Participant nor their respective counsel shall have any liability or responsibility for taxes or tax expenses, for preparing (or paying for others to prepare) tax returns, tax reports, or calculation of any tax payments, or for obtaining or maintaining the tax status desired for the Escrow Account. If any portion of the Escrow Account is returned to a settling Pharmaceutical Supply Chain Participant pursuant to the terms of a Settlement, that settling Pharmaceutical Supply Chain Participant shall provide Escrow Agent with a properly completed IRS Form W-9.

1.7. Termination. This Escrow Agreement shall terminate on December 31, 2039, at which time the Escrow Agent is authorized and directed to disburse the Escrow Property in accordance with Section 1.3 (Disbursements) and this Escrow Agreement shall be of no further force and effect, except that the provisions of Sections 1.6 (Tax Allocation and Reporting), and 3.2 (Limitation of Liability) hereof shall survive termination.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties expressly and specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to the State or any other person under this Escrow Agreement or otherwise. The Escrow Agent will not be responsible or liable for the failure of the State to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the parties and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent acts hereunder as escrow agent only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof. The Escrow Agent shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the Escrow Property, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement, any other agreement or otherwise.

All rights, protections, privileges, indemnities and benefits granted or afforded the Escrow Agent under this Agreement shall be deemed applicable to all actions taken, suffered or omitted by the Settlement Fund Administrator under this Agreement. Additionally, information provided to Wilmington Trust in its capacity as Escrow Agent will not be imputed to be known by the Settlement Fund Administrator unless Wilmington Trust in that capacity has been made aware of such information as well.

2.2. Rights of the Escrow Agent. No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with

this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. The Escrow Agent shall be protected in acting upon any written instruction, notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement, provided that the Escrow Agent complies with the security procedures governing written instructions set forth in Section 1.5 above.

2.3. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees and shall not be responsible for the acts or omissions of such agents, representatives, attorneys, custodians or nominees appointed with due care.

2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

3.1. Indemnification. The Escrow Agent shall have a first lien against the Escrow Account to secure the obligations of the parties hereunder. The terms of this paragraph shall survive termination of this Escrow Agreement.

3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS ESCROW AGREEMENT, THE ESCROW ACCOUNT, THE ESCROW PROPERTY, OR THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S NEGLIGENCE, OR WILLFUL MISCONDUCT, (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION, OR (III) ANY AMOUNT IN EXCESS OF THE VALUE OF THE ESCROW PROPERTY.

3.3. Resignation or Removal. The Escrow Agent may, at any time, resign as escrow agent hereunder by furnishing written notice of its resignation to the State. At such time, all fees and expenses to which the Escrow Agent is entitled shall be immediately due and payable to Escrow Agent. The State may remove the Escrow Agent by furnishing to the Escrow Agent a written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the State, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If

the State has failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent shall be entitled, at its sole discretion and at the expense of State, to petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the State.

3.4. Compensation. (a) The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by the State. Such compensation is intended for the Escrow Agent's services as contemplated by this Escrow Agreement. In addition to such compensation, in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, then the Escrow Agent shall be compensated for such extraordinary services and any services or work performed by Escrow Agent in connection with any delay, controversy, and reimbursed for all costs and expenses.

The terms of this Section 3.4 shall survive termination of this Escrow Agreement.

3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, refuse to act until the Escrow Agent (a) receives a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Property or (b) receives a written instruction, executed by each of the parties involved in such disagreement or dispute, in a form reasonably acceptable to the Escrow Agent, directing delivery of the Escrow Property. The Escrow Agent will be entitled to act on any such written instruction or final, non-appealable order of a court of competent jurisdiction without further question, inquiry or consent. The Escrow Agent may file an interpleader action in a state or federal court, and upon the filing thereof, the Escrow Agent will be relieved of all liability as to the Escrow Property and will be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. In the event the Escrow Agent receives conflicting instructions hereunder, the Escrow Agent shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of the Escrow Agent.

3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or

decree it shall not be liable to the State or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

3.8. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities including but not limited to, computer (hardware or software), payment systems, or communications services; hacking, cyber-attacks or other unauthorized infiltration of Escrow Agent's information technology infrastructure; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

3.9. Compliance with Legal Orders. The Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability to the State premised on the contention that the Escrow Agent should not have sought or relied on the advice of counsel.

3.10. No Financial Obligation. The Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security which it deems, in its sole and absolute discretion, to be satisfactory.

ARTICLE 4 MISCELLANEOUS

4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the State and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the State and the Escrow Agent shall be binding unless and until written notice of such assignment shall be delivered to the other party and the Escrow Agent and shall require the prior written consent of the other party and the Escrow Agent (such consent not to be unreasonably withheld).

4.2. Escheat. The State is aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the State or any other party, should any or all of the Escrow Property escheat by operation of law.

4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, (iv) by mail or by certified mail, return receipt requested, and postage prepaid, or (v) by electronic transmission; including by way of e-mail (as long as such email is accompanied by a PDF or similar version of the relevant document bearing the signature of an Authorized Representative for the party sending the notice) with email confirmation of receipt. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the State to notify the Escrow Agent in writing of any name or

address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to the State:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: John Guard, Chief Deputy Attorney General
Telephone: (850) 544-8303
Facsimile:
Email address: john.guard@myfloridalegal.com

With a copy to:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: Sabrina Donovan, Director of Administration
Telephone: (850) 414-3535
Facsimile:
Email address: Sabrina.donovan@myfloridalegal.com

And a copy to:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: Greg Slempe, Senior Assistant Attorney General
Telephone: (850) 414-3300
Facsimile:
Email address: greg.slemp@myfloridalegal.com

And a copy to:

Drake Martin
Drake Martin Law Firm
PO Box 4787
Santa Rosa Beach, FL 32459-4787
Telephone: (850) 608-3140
Facsimile:
Email address: drake@drakemartinlawfirm.com

And a copy to:

Robert A. Michael
Vice Chairman, Finance and Commercial Operations and Chief Financial Officer of AbbVie, Inc.
President and Chief Executive Officer of Allergan Limited
President of Allergan Finance, LLC
1 North Waukegan Road
North Chicago, IL 60064
Telephone: (847) 932-7900
Email address:

And a copy to:
James F. Hurst
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Telephone: (312) 862-5230
Email address: james.hurst@kirkland.com
Attorney for Allergan

If to the Escrow Agent:

Wilmington Trust, National Association
Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890
Attn: Beth Andrews
Telephone: (302) 636-6680
Email address: bandrews@wilmingtontrust.com

4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any laws relating to choice of laws (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4.5. Venue. The State and the Escrow Agent hereby consent to the exclusive personal jurisdiction of the courts located in **New Castle County in the State of Delaware** in the event of a dispute arising out of or under this Escrow Agreement. The State and the Escrow Agent hereby irrevocably waives any objection to the laying of the venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in such suit, action or proceeding.

4.6. Entire Agreement. This Escrow Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to the Escrow Property and supersedes all prior agreements and understandings, oral or written. If a court of competent jurisdiction declares a provision invalid, it will be ineffective only to the extent of the invalidity, so that the remainder of the provision and Escrow Agreement will continue in full force and effect. In the event of any direct conflict of the terms of this Escrow Agreement with the terms of the Agreement, as with respect to the rights of the State and the Local Governments, the terms of the Agreement shall control and prevail; provided, in no event shall the Escrow Agent be bound by the terms of the Agreement. This Escrow Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies.

4.7. Amendment. This Escrow Agreement may be amended, modified, supplemented, superseded, rescinded, or canceled only by a written instrument executed by the State and the Escrow Agent; provided that Exhibit B, as applicable, may be amended at any time in accordance with Section 1.4.

4.8. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such

condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

4.9. Interpretation. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement. Unless otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Any references to an Exhibit is a reference to an Exhibit of this Escrow Agreement.

4.10. Electronic Signatures; Facsimile Signatures; Counterparts. This Escrow Agreement may be executed in one or more counterparts. Such execution of counterparts may occur by manual signature, electronic signature, facsimile signature, manual signature transmitted by means of facsimile transmission or manual signature contained in an imaged document attached to an email transmission, and any such execution that is not by manual signature shall have the same legal effect, validity and enforceability as a manual signature. Each such counterpart executed in accordance with the foregoing shall be deemed an original, with all such counterparts together constituting one and the same instrument. The exchange of executed copies of this Escrow Agreement or of executed signature pages to this Escrow Agreement by electronic transmission, facsimile transmission or as an imaged document attached to an email transmission shall constitute effective execution and delivery hereof. Any copy of this Escrow Agreement which is fully executed and transmitted in accordance with the terms hereof may be used for all purposes in lieu of a manually executed copy of this Escrow Agreement and shall have the same legal effect, validity and enforceability as if executed by manual signature.

4.11. Waiver of Jury Trial. **THE STATE HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.**

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

STATE

By: _____

Name:

Title:

Date:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____

Name:

Title:

Date:



EXHIBIT A-1
Form of Written Direction

VIA [DELIVERY METHOD]:

[date]

Wilmington Trust, National Association
[Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890]
Attention: [name]

Re: Escrow Account No.: [##], [escrow account name]

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated as of _____, 20__ entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL- DEPARTMENT OF LEGAL AFFAIRS (“**State**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “**Escrow Agent**”). Capitalized terms defined in the Escrow Agreement shall have the same meanings when used herein. This letter is a Written Direction referred to in Section 1.3(a) of the Escrow Agreement.

The State of Florida, Office of Attorney General- Department of Legal A hereby instructs the Escrow Agent to release the funds in the Escrow Account in the amounts, and to the account(s), as follows:

Amount:	
Beneficiary Bank Name:	
Beneficiary Bank Address Line 1:	
Beneficiary Bank Address Line 2:	
Beneficiary Bank Address Line 3:	
ABA#:	
SWIFT#:	
Beneficiary Account Title:	
Beneficiary Account No./IBAN:	
Beneficiary Address Line 1:	
Beneficiary Address	



Line 2:	
Beneficiary Address Line 3:	
Additional Information:	

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

By: _____
Name:
Title:
Date:



EXHIBIT A-2
Form of Written Direction

VIA [DELIVERY METHOD]:

[date]

Wilmington Trust, National Association
[Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890]
Attention: [name]

Re: Escrow Account No.: [##], [escrow account name]

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated as of _____, 20__ entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL- DEPARTMENT OF LEGAL AFFAIRS (“**State**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “**Escrow Agent**”). Capitalized terms defined in the Escrow Agreement shall have the same meanings when used herein. This letter is a Written Direction referred to in Section 1.3(a) of the Escrow Agreement.

The State of Florida, Office of Attorney General- Department of Legal Affairs hereby instructs the Escrow Agent to release the funds in the Escrow Account in the amounts, and to the account(s), according to the attached spreadsheet.

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

By: _____

Name:

Title:

Date:



[SEE ATTACHED]

EXHIBIT B

**CERTIFICATE AS TO AUTHORIZED SIGNATURES
OF THE STATE**

The State hereby designates each of the following persons as its Authorized Representative for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Account established under this Escrow Agreement to which this Exhibit B is attached, on behalf of the State.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:



E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

COMPLETE BELOW TO UPDATE EXHIBIT B

If the State wishes to change the names or details of any of its Authorized Representatives, the State must complete, sign and send to Escrow Agent an updated copy of this Exhibit B-1 with such changes. Any updated Exhibit B shall be effective once signed by the State and Escrow Agent and shall entirely supersede and replace any prior Exhibit B attached to this Escrow Agreement or submitted to Escrow Agent.

STATE

By: _____
 Name:
 Title:
 Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
 Name:
 Title:
 Date:

Internal Use Only:

- Updated details of Authorized Representatives completed in full
- Signed by a representative of the State per relevant board resolutions/certificate of incumbency on file (if relevant).
- Call-back performed to the State to confirm authenticity of updated Exhibit B:

Person Called: _____ Date of Call: _____ Time of Call: ____ am/pm

Reviewed by (name): _____ Signature: _____ Date: _____



EXHIBIT C

Fees of Escrow Agent

Acceptance Fee: **waived**

Initial Fees as they relate to Wilmington Trust, N.A. acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s). **Acceptance Fee payable prior to, or within one business day after, the Escrow Agreement is executed by all parties.**

Escrow Agent Administration Fee: **\$10,000.00**

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable parties. This fee shall be payable annually.

Disbursement Fee:

Initial disbursement by wire:	\$100/disbursement
Initial disbursement by check:	\$75/disbursement
For each subsequent disbursement to an existing payee:	\$40/disbursement

Wilmington Trust, N.A.'s fees are based on the following assumptions:

- Number of Escrow Accounts to be established: One (1)
- Estimated Term of Escrow Agreement: TBD
- Investment of Escrow Property in: TBD

Out-of-Pocket Expenses: **Billed At Cost**

List Of Subsidiaries

The following is a list of subsidiaries of AbbVie Inc. as of December 31, 2021. AbbVie is not a subsidiary of any other corporation.

Domestic Subsidiaries	Incorporation
AbbVie Aviation LLC	Illinois
AbbVie Biopharmaceuticals LLC	Delaware
AbbVie Bioresearch Center Inc.	Delaware
AbbVie Biotech Ventures Inc.	Delaware
AbbVie Biotherapeutics Inc.	Delaware
AbbVie Domestic Holdings Inc.	Delaware
AbbVie Endocrine Inc.	Delaware
AbbVie Endocrinology Inc. (d/b/a Pharmacy Solutions)	Delaware
AbbVie Finance Corporation	Delaware
AbbVie Finance LLC	Delaware
AbbVie Global Inc.	Delaware
AbbVie Global Holdings Inc.	Delaware
AbbVie Holdco Inc.	Delaware
AbbVie Holdings Inc.	Delaware
AbbVie International Inc.	Delaware
AbbVie Investments Inc.	Delaware
AbbVie Pharma Inc.	Delaware
AbbVie Pharmaceuticals LLC	Delaware
AbbVie Products LLC	Georgia

AbbVie Purchasing LLC	Delaware
AbbVie Resources Inc.	Delaware
AbbVie Resources International Inc.	Delaware
AbbVie Respiratory LLC	Delaware
AbbVie Sales Inc.	Delaware
AbbVie Services Inc.	Delaware
AbbVie Stemcentrx LLC	Delaware
AbbVie Subsidiary LLC	Delaware
AbbVie US Holdings LLC	Delaware
AbbVie US LLC	Delaware
AbbVie Ventures LLC	Delaware
Aeropharm Technology, LLC	Delaware
AGN International Inc.	Delaware
AGN Kythera, LP	Delaware
AGN Labs LLC	Delaware
AGN LLC	Delaware
AGN Sundry, LLC	Delaware
Allergan Akarna LLC	Delaware
Allergan Finance, LLC	Nevada
ALLERGAN FINCO 2 INC.	Delaware
ALLERGAN FINCO INC.	Delaware
Allergan GI Corp	Delaware

Allergan GP Holding LLC	Delaware
Allergan Holdco US, Inc.	Delaware
Allergan Holdings B1, Inc.	Delaware
Allergan Holdings, Inc.	Delaware
Allergan, Inc.	Delaware
Allergan Laboratories, LLC	Delaware
Allergan Lending 2 LLC	Delaware
Allergan Lending LLC	Delaware
Allergan Pharma Inc.	Delaware
Allergan Property Holdings, LLC	Delaware
Allergan Puerto Rico Holdings, Inc.	Delaware
Allergan Sales Puerto Rico, Inc.	California
Allergan Sales, LLC (d/b/a Allergan; d/b/a Bioscience Laboratories)	Delaware
Allergan Therapeutics LLC	Delaware
Allergan USA, Inc. (d/b/a Pacificom / Pacific Communications)	Delaware
Allergan W.C. Holding Inc.	Delaware
Anterios, Inc.	Delaware
Aptalis Pharma US, Inc.	Delaware
AqueSys, Inc.	Delaware
BioDisplay Technologies, Inc.	Illinois
Bonti, Inc.	Delaware

Cearna Aesthetics, Inc.	Delaware
Chase Pharmaceuticals Corporation	Delaware
Del Mar Indemnity Company LLC	Hawaii
Durata Holdings, Inc.	Delaware
Durata Therapeutics, Inc.	Delaware
Durata Therapeutics U.S. Limited	Delaware
Eden Biodesign, LLC	Delaware
Envy Medical, Inc.	Delaware
Exemplar Pharma, LLC	Delaware
Foresight Vision5, Inc.	Delaware
Fremont Holding L.L.C.	Delaware
Furiex Pharmaceuticals LLC	Delaware
IEP Pharmaceutical Devices, LLC	Delaware
Keller Medical, Inc.	Delaware
Knoll Pharmaceutical Company	New Jersey
KOS Pharmaceuticals, Inc.	Delaware
Life Properties Inc.	Delaware
LifeCell Corporation	Delaware
MAP Pharmaceuticals, LLC	Delaware
Mavupharma, Inc.	Delaware
MPEX Pharmaceuticals, Inc.	Delaware

Naurex Inc.	Delaware
Oculeve, Inc.	Delaware
Organics L.L.C.	Delaware
Pacific Pharma, Inc.	Delaware
Pharmacyclics LLC	Delaware
Pharmax Holding Limited	Delaware
Repros Therapeutics Inc.	Delaware
Rowell Laboratories, Inc.	Minnesota
RP Merger Sub, Inc.	Delaware
Sapphire Merger Sub, Inc.	Delaware
Silicone Engineering, Inc.	California
Soliton Inc.	Delaware
Suffolk Merger Sub, Inc.	Delaware
TeneoOne, Inc.	Delaware
Tobira Therapeutics, Inc.	Delaware
Topokine Therapeutics, Inc.	Delaware
Transderm, Inc.	Delaware
Unimed Pharmaceuticals, LLC	Delaware
Venice Subsidiary LLC	Delaware
Vicuron Pharmaceuticals LLC	Delaware
Vitae Pharmaceuticals, LLC	Delaware
Warner Chilcott Leasing Equipment Inc.	Delaware

Warner Chilcott Sales (US), LLC	Delaware
Zeltiq A LLC	Delaware
Zeltiq Aesthetics, Inc.	Delaware
Zeltiq International, LLC	Delaware

Foreign Subsidiaries	Incorporation
AbbVie S.A.	Argentina
Allergan Productos Farmaceuticos S.A.	Argentina
Allergan Australia Pty Limited	Australia
Elastagen Pty Ltd	Australia
Kythera Biopharmaceuticals Australia Pty Ltd	Australia
AbbVie Pty Ltd	Australia
AbbVie GmbH	Austria
AbbVie Bahamas Ltd.	Bahamas
AbbVie SA	Belgium
Allergan N.V.	Belgium
Odyssea Pharma SPRL	Belgium
AbbVie Ltd	Bermuda
AbbVie Biotechnology Ltd	Bermuda
AbbVie Finance Limited	Bermuda
AbbVie Global Enterprises Ltd.	Bermuda
AbbVie Holdings Unlimited	Bermuda
Allergan Development Ventures I, LP	Bermuda
Allergan Holdings B Ltd.	Bermuda
Allergan Holdings B2, Ltd.	Bermuda
Kythera Holdings Ltd	Bermuda
Warner Chilcott Holdings Company II, Limited	Bermuda

Warner Chilcott Holdings Company III, Limited	Bermuda
Warner Chilcott Limited	Bermuda
AbbVie d.o.o.	Bosnia
AbbVie Farmacêutica Ltda.	Brazil
Allergan Productos Farmaceuticos Ltda.	Brazil
AbbVie EOOD	Bulgaria
Allergan Bulgaria EOOD	Bulgaria
AbbVie Corporation	Canada
AbbVie Holdings Corporation	Canada
Allergan Inc.	Canada
Aptalis Pharma Canada ULC	Canada (Alberta)
Allergan Holdings C, Ltd.	Cayman Islands
Allergan Overseas Holding	Cayman Islands
Pharmacyclics Cayman Ltd.	Cayman Islands
Stemcentrx Cayman Ltd.	Cayman Islands
AbbVie Productos Farmacéuticos Limitada	Chile
Allergan Laboratorios Limitada	Chile
AbbVie Pharmaceutical Trading (Shanghai) Co., Ltd.	China
Allergan (Chengdu) Medical Aesthetics Clinic Co., Ltd.	China
Allergan Information Consulting (Shanghai) Co., Ltd.	China
Allergan Medical Device (Shanghai) Co., Ltd.	China

AbbVie S.A.S.	Colombia
Allergan de Colombia S.A.	Colombia
Allergan Costa Rica S.R.L.	Costa Rica
AbbVie d.o.o.	Croatia
AbbVie Limited	Cyprus
AbbVie s.r.o.	Czech Republic
Allergan CZ, s.r.o.	Czech Republic
AbbVie A/S	Denmark
Allergan ApS	Denmark
AbbVie, S.R.L.	Dominican Republic
AbbVie L.L.C.	Egypt
AbbVie OÜ	Estonia
AbbVie Oy	Finland
Allergan Finland Oy	Finland
AbbVie SAS	France
Allergan France SAS	France
Allergan Holdings France SAS	France
Allergan Industrie SAS	France
Eurand France S.A.S.	France
Forest Holdings France S.A.S.	France
AbbVie Biotechnology GmbH	Germany
AbbVie Deutschland GmbH & Co. KG	Germany

AbbVie Komplementär GmbH	Germany
AbbVie Pharmaceuticals GmbH	Germany
AbbVie Real Estate Management GmbH	Germany
Allergan GmbH	Germany
AbbVie (Gibraltar) Holdings Limited	Gibraltar
AbbVie (Gibraltar) Limited	Gibraltar
AbbVie Pharmaceuticals Societe Anonyme	Greece
Allergan Hellas Pharmaceuticals S.A.	Greece
AbbVie, Societed Anonima	Guatemala
AbbVie Limited	Hong Kong
Allergan Hong Kong Limited	Hong Kong
AbbVie Gyogyszerkereskedelmi Korlatolt Felelossegu Tarsasag	Hungary
Allergan Hungary Kft.	Hungary
Allergan Healthcare India Private Limited	India
Allergan India Private Limited*	India
AbbVie International Holdings Unlimited Company	Ireland
AbbVie Ireland Holdings Unlimited Company	Ireland
AbbVie Ireland Unlimited Company	Ireland
AbbVie Limited	Ireland
AbbVie Manufacturing Management Unlimited Company	Ireland

Allergan Botox Unlimited Company (In voluntary liquidation)	Ireland
Allergan Equities Unlimited Company	Ireland
Allergan Furiex Ireland Limited (In voluntary liquidation)	Ireland
Allergan Holdings Unlimited Company	Ireland
Allergan Ireland Holdings Unlimited Company	Ireland
Allergan Ireland Limited	Ireland
Allergan Limited	Ireland
Allergan Pharma Limited	Ireland
Allergan Pharmaceuticals Holdings (Ireland) Unlimited Company (In voluntary liquidation)	Ireland
Allergan Pharmaceuticals International Limited	Ireland
Allergan Pharmaceuticals Ireland Unlimited Company	Ireland
Allergan Services International, Unlimited Company	Ireland
Allergan WC Ireland Holdings Limited	Ireland
Forest Laboratories Ireland Limited	Ireland
Fournier Laboratories Ireland Limited	Ireland
Pharmacyclics (Europe) Limited	Ireland
Tosara Exports Limited (In voluntary liquidation)	Ireland
Warner Chilcott Intermediate (Ireland) ULC	Ireland
Zeltiq Ireland International Holdings Unlimited Company	Ireland
Zeltiq Ireland Unlimited Company	Ireland
AbbVie Biopharmaceuticals Ltd.	Israel

Allergan Israel Ltd.	Israel
Marbelle Threads Ltd.	Israel
AbbVie S.r.l.	Italy
Allergan S.p.A.	Italy
Aptalis Pharma S.r.l.	Italy
AbbVie GK	Japan
Allergan International YK	Japan
Allergan Japan KK	Japan
Allergan K.K.	Japan
Allergan NK	Japan
AbbVie Ltd	Korea, South
Allergan Korea Ltd.	Korea, South
AbbVie SIA	Latvia
AbbVie UAB	Lithuania
Allergan Baltics, UAB	Lithuania
AbbVie Biotherapeutics S.à.r.l.	Luxembourg
AbbVie Holdings S.à r.l.	Luxembourg
AbbVie Global S.à r.l.	Luxembourg
Allergan AHI S.à r.l.	Luxembourg
Allergan Capital 2 S.à r.l.	Luxembourg
Allergan Capital S.à r.l.	Luxembourg
Allergan Europe S.à r.l.	Luxembourg

Allergan Finance S.à r.l.	Luxembourg
Allergan Funding SCS	Luxembourg
Allergan Global S.à r.l.	Luxembourg
Allergan Holdings S.à r.l.	Luxembourg
Allergan International Holding S.à r.l.	Luxembourg
Allergan Luxembourg International S.à r.l.	Luxembourg
Allergan WC 1 S.à r.l.	Luxembourg
Allergan WC 2 S.à r.l.	Luxembourg
AbbVie Sdn. Bhd.	Malaysia
Allergan Malaysia Sdn Bhd	Malaysia
Allergan Malta Holding Limited	Malta
Allergan Malta II Limited	Malta
Allergan Malta Limited	Malta
AbbVie Farmacéuticos, S.A. de C.V.	Mexico
Allergan Servicios Profesionales, S. de R.L. de C.V.	Mexico
Allergan, S.A. de C.V.	Mexico
AbbVie B.V.	Netherlands
AbbVie Central Finance B.V.	Netherlands
AbbVie Enterprises B.V.	Netherlands
AbbVie Finance B.V.	Netherlands
AbbVie Ireland NL B.V.	Netherlands

AbbVie Japan Holdings B.V.	Netherlands
AbbVie Logistics B.V.	Netherlands
AbbVie Nederland Holdings B.V.	Netherlands
AbbVie Pharmaceuticals B.V.	Netherlands
AbbVie Research B.V.	Netherlands
AbbVie Venezuela B.V.	Netherlands
AbbVie Venezuela Holdings B.V.	Netherlands
Allergan B.V.	Netherlands
Aptalis Holding B.V.	Netherlands
Aptalis Netherlands B.V.	Netherlands
Forest Finance B.V.	Netherlands
Warner Chilcott Nederland B.V.	Netherlands
AbbVie Limited	New Zealand
Allergan New Zealand Limited	New Zealand
AbbVie AS	Norway
Allergan AS	Norway
AbbVie, S. de R.L.	Panama
Allergan Healthcare Philippines, Inc.	Philippines
AbbVie Polska Sp. z o.o.	Poland
AbbVie Sp. z o.o.	Poland
Allergan Sp. z o.o.	Poland
AbbVie, L.da	Portugal

AbbVie Promoção, L.da	Portugal
AbbVie Corp	Puerto Rico
Knoll LLC	Puerto Rico
AbbVie S.R.L.	Romania
AbbVie Trading S.R.L.	Romania
Allergan S.R.L.	Romania
AbbVie Limited Liability Company	Russia
Allergan C.I.S. S.a.r.l.	Russia
Allergan Saudi Arabia LLC*	Saudi Arabia
Allergan d.o.o. Beograd	Serbia
AbbVie Operations Singapore Pte. Ltd.	Singapore
AbbVie Pte. Ltd.	Singapore
Allergan Singapore Pte. Ltd.	Singapore
AbbVie Holdings s.r.o.	Slovakia
AbbVie s.r.o.	Slovakia
Allergan SK s.r.o.	Slovakia
AbbVie Biofarmaceutvska druzba d.o.o.	Slovenia
AbbVie (Pty) Ltd.	South Africa
Allergan Pharmaceuticals (Proprietary) Limited	South Africa
AbbVie Spain, S.L.	Spain
Allergan S.A.	Spain

AbbVie AB	Sweden
Allergan Norden AB	Sweden
AbbVie AG	Switzerland
AbbVie Biopharmaceuticals GmbH	Switzerland
Allergan AG	Switzerland
Pharmacyclics Switzerland GmbH	Switzerland
VarioRaw Percutive S.à r.l.	Switzerland
Warner Chilcott Pharmaceuticals S à rl	Switzerland
Allergan Pharmaceuticals Taiwan Co. Ltd.	Taiwan
AbbVie Ltd.	Thailand
Allergan (Thailand) Limited	Thailand
AbbVie Sarl	Tunisia
AbbVie Tıbbi İlaçlar Sanayi ve Ticaret Limited Şirketi	Turkey
Allergan İlaçları Ticaret Anonim Şirketi	Turkey
Allergan Ukraine LLC	Ukraine
Allergan Middle East Limited	United Arab Emirates
AbbVie Australasia Holdings Limited	United Kingdom
AbbVie Biotherapeutics Limited	United Kingdom
AbbVie Investments Limited	United Kingdom
AbbVie Ltd	United Kingdom
AbbVie Trustee Company Limited	United Kingdom
AbbVie UK Holdco Limited	United Kingdom

Akarna Therapeutics, Limited	United Kingdom
Allergan Holdco UK Limited	United Kingdom
Allergan Holdings Limited	United Kingdom
Allergan Limited	United Kingdom
Lifecell EMEA Limited (In voluntary liquidation)	United Kingdom
Renable Pharma Ltd.	United Kingdom
Zeltiq Limited (In voluntary liquidation)	United Kingdom
AbbVie S.A.	Uruguay
AbbVie Pharmaceuticals SCA.	Venezuela

* Ownership of such subsidiary is less than 100% by AbbVie or an AbbVie subsidiary

EXHIBIT L

EX-21.1 10 agn-ex211_448.htm EX-21.1

Exhibit 21.1

Name	Jurisdiction of Incorporation
AGN International Inc.	US - Delaware
AGN Kythera, L.P.	US- Delaware
AGN Labs LLC	US - Delaware
AGN LLC	US - Delaware
AGN Sundry LLC	US - Delaware
Akarna Therapeutics, Limited	UK
Allergan WC 1 S.a r.l.	Luxembourg
Allergan (Chengdu) Medical Aesthetics Clinic Co., Ltd.	China
Allergan (Thailand) Limited	Thailand
Allergan AG	Switzerland
Allergan AHI S.à r.l. Management (DIFC Branch)	UAB
Allergan AHI S.á r.l.	Luxembourg
Allergan AHI S.á r.l., Luxembourg, Zweigniederlassung Zug Branch	Switzerland
Allergan Akarna LLC	US - Delaware
Allergan ApS	Denmark
Allergan AS	Norway
Allergan Australia Pty Limited	Australia
Allergan B.V.	Netherlands, The
Allergan Baltics, UAB	Lithuania
Allergan Baltics, UAB Eesti filiaal	Estonia Branch
Allergan Baltics, UAB Latvijas filias	Latvia
Allergan Biologics Ltd.	UK
Allergan Botox Unlimited Company	Ireland
Allergan Bulgaria EOOD	Bulgaria
Allergan C.I.S. SARL	Russian Federation
Allergan Capital S.à r.l.	Luxembourg
Allergan Capital 2 S.à r.l.	Luxembourg
Allergan Capital 2 Sarl, Luxembourg, Zweigniederlassung, Zug	Switzerland
Allergan Capital S.à r.l., Luxembourg, Zweigniederlassung Zug Branch	Switzerland
Allergan Cayman Islands Irish Branch	Ireland
Allergan Costa Rica S.R.L	Costa Rica
Allergan CZ, s.r.o.	Czech Republic
Allergan d.o.o. Beograd	Serbia
Allergan de Colombia S.A.	Colombia
Allergan de Venezuela, C.A.	Venezuela
Allergan Development Ventures I Ireland Unlimited Company	Ireland
Allergan Development Ventures I LP	Bermuda
Allergan Development Ventures I UK	UK
Allergan Equities Unlimited Company	Ireland
Allergan Europe S.à r.l.	Luxembourg
Allergan Finance S.à r.l.	Luxembourg
Allergan Finance, LLC	US - Nevada
Allergan Finco 2 Inc.	US - Delaware
Allergan Finco Inc.	US - Delaware

Exhibit 21.1

Allergan Finland Oy	Finland
Allergan France SAS	France
Allergan Funding SCS	Luxembourg
Allergan Furiex Ireland Limited	Ireland
Allergan GI Corp.	US - Delaware
Allergan Global S.à r.l.	Luxembourg
Allergan GmbH	Germany
Allergan GP Holding LLC	US- Delaware
Allergan Healthcare India Private Limited	India
Allergan Healthcare Philippines, Inc.	Philippines
Allergan Hellas Pharmaceuticals S.A.	Greece
Allergan Holdco UK Limited	UK
Allergan Holdco US, Inc.	US - Delaware
Allergan Holdings B Ltd.	Bermuda
Allergan Holdings B1, Inc.	US - Delaware
Allergan Holdings B2 Limited	Bermuda
Allergan Holdings C Ltd	Cayman Island
Allergan Holdings France SAS	France
Allergan Holdings Limited	UK
Allergan Holdings S. à r.l.	Luxembourg
Allergan Holdings Unlimited Company	Ireland
Allergan Holdings, Inc.	US - Delaware
Allergan Hong Kong Limited	Hong Kong
Allergan Hungary Kft.	Hungary
Allergan Ilaclari Ticaret A.S.	Turkey
Allergan Inc.	Canada
Allergan India Private Limited	India
Allergan Industrie SAS	France
Allergan Information Consulting (Shanghai) Co., Ltd.	China
Allergan International Holding S.à r.l.	Luxembourg
Allergan International YK	Japan
Allergan Ireland Finance Limited	Ireland
Allergan Ireland Holdings Unlimited Company	Ireland
Allergan Ireland Limited	Ireland
Allergan Israel Limited	Israel
Allergan Japan KK	Japan
Allergan KK	Japan
Allergan Korea Ltd	Korea
Allergan Laboratories, LLC	US - Delaware
Allergan Laboratorios Limitada	Chile
Allergan Lending 2 LLC	US - Delaware
Allergan Lending LLC	US - Delaware
Allergan Limited	UK
Allergan Luxembourg International S.à r.l.	Luxembourg
Allergan Malaysia Sdn. Bhd.	Malaysia

Exhibit 21.1

Allergan Malta Holding Limited	Malta
Allergan Malta II Limited	Malta
Allergan Malta Limited	Malta
Allergan Medical Device (Shanghai) Co., Ltd.	China
Allergan Middle East Limited	United Arab Emirates
Allergan N.V.	Belgium
Allergan New Zealand Ltd.	New Zealand
Allergan NK	Japan
Allergan Norden AB	Sweden
Allergan Norden AB Finnish branch	Finland
Allergan Overseas Holding	Cayman Island
Allergan Pharma Inc.	US - Delaware
Allergan Pharma Limited	Ireland
Allergan Pharmaceuticals (Proprietary) Ltd.	South Africa
Allergan Pharmaceuticals Holdings (Ireland) Unlimited Company	Ireland
Allergan Pharmaceuticals International Limited	Ireland
Allergan Pharmaceuticals International Limited Jordan Office	Jordan
Allergan Pharmaceuticals International Limited Lebanon Office	Lebanon
Allergan Pharmaceuticals Ireland	Ireland
Allergan Pharmaceuticals Taiwan Co. Ltd.	Taiwan
Allergan Productos Farmaceuticos S.A.	Argentina
Allergan Produtos Farmaceuticos Ltda.	Brazil
Allergan Property Holdings, LLC	US - Delaware
Allergan Puerto Rico Holdings, Inc.	US - Delaware
Allergan S.A.	Spain
Allergan S.p.A.	Italy
Allergan Sales Puerto Rico, Inc.	US - California
Allergan Sales, LLC (d/b/a Allergan; d/b/a Bioscience Laboratories)	US - Delaware
Allergan Saudi Arabia LLC	Saudi Arabia
Allergan Scientific Office	Egypt
Allergan Services International Unlimited Company	Ireland
Allergan Servicios Profesionales, S. de R.L. de C.V.	Mexico
Allergan Singapore Pte. Ltd.	Singapore
Allergan Singapore Pte. Ltd. Indonesia Rep Office	Indonesia
Allergan Singapore Pte. Ltd. Vietnam Rep Office	Vietnam
Allergan SK s.r.o.	Slovak Republic
Allergan Sp. z.o.o.	Poland
Allergan S.R.L.	Romania
Allergan Therapeutics LLC	US- Delaware
Allergan UK LLP	UK
Allergan Ukraine, LLC	Ukraine
Allergan USA, Inc. (d/b/a Pacificom / Pacific Communications)	US - Delaware
Allergan W.C. Holding Inc.	US - Delaware
Allergan WC 2 S.a r.l.	Luxembourg
Allergan WC Ireland Holdings Ltd.	Ireland

Exhibit 21.1

Allergan, Inc.	US - Delaware
Allergan, S.A. de C.V.	Mexico
Anterios, Inc.	US - Delaware
Aptalis Holding B.V.	Netherlands, The
Aptalis Netherlands B.V.	Netherlands, The
Aptalis Pharma Canada ULC	Canada
Aptalis Pharma S.r.l.	Italy
Aptalis Pharma UK Limited	UK
Aptalis Pharma US, Inc.	US - Delaware
AqueSys, Inc.	US - Delaware
Bonti, Inc.	US - Delaware
Cearna Aesthetics, Inc	US - Delaware
Chase Pharmaceuticals Corporation	US - Delaware
Collagen Luxembourg SA	Luxembourg
Del Mar Indemnity Company, LLC	US - Hawaii
Durata Holdings, Inc.	US - Delaware
Durata Therapeutics U.S. Limited	US - Delaware
Durata Therapeutics, Inc.	US - Delaware
Eden Biodesign, LLC	US - Delaware
Elastagen Pty Limited	Australia
Envy Medical, Inc.	US - Delaware
Eurand France S.A.S.	France
Exemplar Pharma LLC	US - Delaware
Forest Finance B.V.	Netherlands, The
Forest Holdings France S. A.S.	France
Forest Laboratories Holdings Limited	Ireland
Forest Laboratories Ireland Ltd	Ireland
ForSight VISION5, Inc.	US - Delaware
Furiex Pharmaceuticals, LLC	US - Delaware
Keller Medical, Inc.	US - Delaware
Kythera Biopharmaceuticals Australia Pty Ltd.	Australia
Kythera Holdings Ltd.	Bermuda
LifeCell Corporation	US - Delaware
LifeCell EMEA Limited	UK
LifeCell EMEA Limited Austria branch	Austria
LifeCell EMEA Limited Italy branch	Italy
LifeCell EMEA Limited Sucursal en España	Spain
LifeCell EMEA Limited, Zweigniederlassung Zürich	Switzerland
LifeCell Medical Resources Limited in voluntary liquidation	Ireland
MAP Pharmaceuticals LLC	US - Delaware
McGhan Ireland Holdings Ltd.	Ireland
McGahn Limited	Ireland
MPEX Pharmaceuticals, Inc.	US - Delaware
Naurex Inc.	US - Delaware
Northwood Medical Innovation, Ltd.	UK

Exhibit 21.1

Oculeve, Inc.	US - Delaware
Odyssey Pharma SPRL	Belgium
Pacific Pharma, Inc.	US - Delaware
Pharm-Allergan GmbH Austria branch	Austria
Pharmax Holding Limited	US - Delaware
Renable Pharma Limited	UK
Repros Therapeutics Inc.,	US- Delaware
RP Merger Sub, Inc.	US - Delaware
Seabreeze Silicone Unlimited Company	Ireland
Silicone Engineering Inc.	US - California
Tobira Therapeutics, Inc.	US - Delaware
Topokine Therapeutics, Inc.	US - Delaware
Tosara Exports Limited	Ireland
Transderm, Inc.	US - Utah
Varioraw Percutive Sàrl	Switzerland
Vicuron Pharmaceuticals LLC	US - Delaware
Viokace LLC	US - Delaware
Vitae Pharmaceuticals LLC	US - Delaware
Warner Chilcott Holdings Company II, Limited	Bermuda
Warner Chilcott Holdings Company III, Limited	Bermuda
Warner Chilcott Intermediate (Ireland) Limited	Ireland
Warner Chilcott Leasing Equipment Inc.	US - Delaware
Warner Chilcott Limited	Bermuda
Warner Chilcott Nederland B.V.	Netherlands, The
Warner Chilcott Pharmaceuticals S. à.r.l.	Switzerland
Warner Chilcott Sales (US), LLC	US - Delaware
ZELTIQ A, LLC	US - Delaware
ZELTIQ Aesthetics, Inc.	US - Delaware
ZELTIQ International, LLC	US - Delaware
ZELTIQ International, LLC - Singapore Branch	Singapore
ZELTIQ Ireland International Holdings UC	Ireland
ZELTIQ Ireland Unlimited Company	Ireland
ZELTIQ Limited	United Kingdom
Zeltiq Limited Spanish branch	Spain
Zenpep LLC	US - Delaware

EXHIBIT M

DIVESTED ENTITIES

Schedule 4.6(c)-Transferred Group

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
1. Warner Chilcott Company, LLC	Puerto Rico
2. Warner Chilcott (Ireland) Limited	Ireland
3. Warner Chilcott Finance LLC.	Delaware
4. Warner Chilcott Australia Pty. Ltd.	Australia
5. Warner Chilcott Pharmaceuticals B.V.B.A.	Belgium
6. Warner Chilcott France SAS	France
7. Warner Chilcott Italy S.r.l.	Italy
8. Actavis Pharma Iberia S.L. (f7k/a Warner Chilcott Iberia S.L.)	Spain
9. Robin Hood Holdings Ltd.	Malta
10. Paomar plc	Cyprus
11. Actavis Phanna Pty Ltd.	Australia
12. MakoffR&D Laboratories, Inc.	California
13. R&D Pharmaceutical, Inc.	California
14. R&D Ferriecit Capital Resources, Inc.	California
15. R&D Research & Development Corp.	California
16. R&D New Media Services, Inc.	California
17. Royce Laboratories, Inc.	Florida
18. Royce Research Group, Inc.	Florida
19. Royce Research & Development Limited Partnership I	Florida
20. The Rugby Group, Inc.	New York
21. Watson Laboratories, Inc. Ohio	New York

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
22. Rugby Laboratories, Inc.	New York
23. Changzhou Siyao Pharmaceuticals Co.,Ltd.	China
24. Watson Phannaceuticals (Asia) Ltd.	BVT
25. WP Holdings, Ltd.	BVI
26. Watson Pham l aceuticals, China Ltd	BVI
27. Med All Enterprise Consulting (Shanghai) Co. Ltd.	China
28. Nicobrand Limited	Northern Ireland
29. Watson Pharmaceuticals International Ltd.	BVI
30. Watson Dia gnostics, Inc.	Delaware
31. Del Mar Indemnity Co. Inc.	Hawaii
32. Acta vis Laboratories NY, Inc.	New York
33. Circa Pharmaceuticals West, Inc.	California
34. Circa Sub	New York
35. Andrx Corporation	Delaware
36. Andrx South Carolina I, Inc.	South Carolina
37. Andrx Phammceuticals (Mass), Inc.	Florida
38. Andrx Phammceuticals Equipment #1, LLC	Florida
39. Andrx Pharmaceuticals (NC) Inc.	Florida
40. Andrx Pharmaceuticals, (NC) Equipment LLC	Delaware
41. SR Six, Inc.	Florida
42. Ancirc Pharmaceuticals	New York
43. RxAPS, Inc.	Florida
44. Andrx Pharma ceuticals Sa les and Marketing, Inc.	Florida

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
45. Actavis Laboratories FL, Inc.	Florida
46. Watson Management Corporation	Florida
47. Watson Therapeutics, Inc.	Florida
48. Valmed Pharmaceuticals, Inc.	New York
49. Andrx Pharmaceuticals, LLC	Delaware
50. Andrx Labs LLC	Delaware
51. Andrx Laboratories (NJ) Inc.	Delaware
52. Watson Cobalt Holdings, LLC	Delaware
53. Watson Manufacturing Services, Inc.	Delaware
54. Natrapac, Inc.	Utah
55. Coventry Acquisition, LLC	Delaware
56. Cobalt Laboratories, LLC	Delaware
57. Watson Phanna Private Ltd.	India
58. Watson Laboratories, LLC	Delaware
59. Actavis Puerto Rico Holdings Inc.	Delaware
60. Actavis US Holding LLC	Delaware
61. Actavis LLC	Delaware
62. Actavis South Atlantic LLC	Delaware
63. Actavis Elizabeth LLC	Delaware
64. Actavis Kadian LLC	Delaware
65. Actavis Mid Atlantic LLC	Delaware
66. Actavis Totowa LLC	Delaware
67. Actavis Phannaceuticals NJ, Inc.	Delaware

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
68. Watson Laboratories, Inc.	Connecticut
69. Watson Laboratories, Inc.	Delaware
70. Schein Bayer Phannaceutical Services, Tnc.	Delaware
71. Schein Pharmaceutical International, Inc.	Delaware
72. Schein Pharmaceutical Ltd	Bermuda
73. Marsam Pharma, LLC	Delaware
74. MSI, Inc.	Delaware
75. Actavis Holding 2 Sarl	Luxembourg
76. Actavis Services (Asia) Ltd.	Malta
77. Arrow Laboratories, Ltd.	Malta
78. Arrow Supplies, Ltd.	
79. Arrow Phanna HK Ltd.	HongKong
80. Marrow Pharmaceuticals Research & Development Co Ltd.	China
81. Actavis S.a.r.l.	Luxembourg
82. Paomar Plc.	Cyprus
83. "Specifar"	Greece
84. Alet	Greece
85. Actavis Phanna Pty Ltd	Australia
86. Ascent Pham l ahealth Pty Ltd	Australia
87. Actavis Australia Pty Ltd	Australia
88. Ascent Australia Pty Ltd	Australia
89. Actavis Pty Ltd	Australia
90. Ascent Pham l a Pty Ltd.	Australia

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
91. Ascent Phannahealth Asia Pte Ltd	Singapore
92. Drug Houses of Australia Pte Ltd.	Singapore
93. Ascent Pham,ahealth HongKong Ltd.	HongKong
94. Actavis Sdn. Bhd.	Malaysia
95. Arrow Group ApS	Denmark
96. Arrow ApS	Denmark
97. Makewhey Products Pty. Ltd.	South Africa
98. Actavis Holdings South Africa (Pty) Ltd.	South Africa
99. Actavis Phanna (Pty) Ltd.	South Africa
100. Actavis (Pty) Ltd.	South Africa
101. Scriptpharm I Marketing (Pty) Ltd	South Africa
102. Referral-Net (Pty) Ltd.	South Africa
103. Spear Pharmaceuticals (Pty) Ltd	South Africa
104. Pharmascript Pharmaceuticals Ltd.	South Africa
105. Arrow Pharma Tender (Pty) Ltd.	South Africa
106. Scriptpharm Risk Management (Pty) Ltd.	South Africa
107. Imbani Pharmaceuticals (Pty) Ltd.	South Africa
108. Zelphy 1308 (Pty) Ltd.	South Africa
109. Arrow Poland SA	Poland
110. Arrowblue Produtos Farmaceuticos SA	Portugal
111. Bowmed Ltd	UK
112. Selamine Ltd.	Ireland
113. Arrow Blue Ltd	Israel

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
114. Seeker Investments Ltd.	BVI
115. SC Pharma (Pty) Ltd.	Australia
116. Spirit Pharmaceuticals NZ Pty Ltd.	New Zealand
117. Willow Pharmaceuticals Pty Ltd.	Australia
118. Medis Phanna Pty Ltd	Australia
119. Eremad Pty Ltd.	Australia
120. Arrow Lakemedel AB	Sweden
121. Arrow Generics Ltd.	UK
122. Arrow No 7 Ltd	UK
123. Breath Ltd	UK
124. Soosysoo Ltd.	BVI
125. Actavis New Zealand Limited	New Zealand
126. Watson Laboratories, S. de R.L. de C.V	Mexico
127. Actavis Canada Company	Canada
128. Actavis Pharma Company	Canada
129. 3242038 Nova Scotia Company	Canada
130. Abri Pharmaceuticals Company	Canada
131. Actavis Phanna Holding 4 ehf. (APH4)	Iceland
132. Actavis Phanna Holding 5 ehf. (APH5)	Iceland
133. Actavis Group ehf.	Iceland
134. Actavis Group PTC ehf.	Iceland
135. Actavis Dutch Holding BV	Netherlands
136. LLC Actavis	Russia

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
137. Actavis Ilaclari AS# TU0000001	Turkey
138. Opening Pharma Bulgaria EOOD	Bulgaria
139. Open Pharma LLC	Russia
140. Actavis ehf.	Iceland
141. Medis ehf.	Iceland
142. Medis Pharma France SAS	France
143. Medis-Danmark A/S.# DA000003	Denmark
144. Actavis Ireland Ltd.	Ireland
145. Actavis Italy S.p.A. # IT000001	Italy
146. Actavis Isle of Man Ltd.	Isle of Man
147. Actavis Nordic A/S # DA000002	Denmark
148. Actavis Oy	Finland
149. UAB Actavis Baltic	Lithuania
150. Actavis Holding AB	Sweden
151. Actavis AB	Sweden
152. Actavis Holding Germany GmbH	
153. Medis Pharma GmbH	Germany
154. Actavis A/S #DA000001	Denmark
155. Actavis Norway AS	Norway
156. Actavis, S. de. R.L. de C.V.	Mexico
157. Actavis Pharma S. de R.L. de C.V.	Mexico
158. Actavis Hungary Kft.	Hungary
159. Arrow Phann (Malta) Ltd.	Malta

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
160. Medis Pharma BV	Netherlands
161. PharmaPack International B.V.	Netherlands
162. Actavis Polska Sp. z.o.o.	Poland
163. Actavis International Ltd.	Malta
164. Actavis Malta Ltd.	Malta
165. Actavis Export International Ltd.	Malta
166. Actavis Ltd.	Malta
167. Actavis GmbH	Austria
168. Actavis Holdings UK Ltd.	UK
169. Actavis Holdings UK II Ltd.	UK
170. Actavis UK Ltd.	UK
171. Warner Chilcott Acquisition Limited	UK
172. Chilcott UK Limited	UK
173. Warner Chilcott Research Laboratories Ltd.	UK
174. Warner Chilcott UK Limited	UK
175. Warner Chilcott Pharmaceuticals UK Limited	UK
176. Warner Chilcott Deutschland GmbH	Germany
177. Millbrook (NI) Limited	UK
178. Auden Mckenzie Holdings Ltd.	UK
179. Auden Mckenzie (Pharma Division) Ltd.	UK
180. NRIM Ltd.	UK
181. Lime Pharma Ltd.	UK
182. D3 Pharma Ltd.	UK

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
183. Actavis d.o.o. Belgrade	Serbia
184. Lotus Laboratories Private Ltd.	India
185. Actavis Ukraine LLC	Ukraine
186. Zdravlje AD	Serbia
187. Actavis Switzerland AG	Switzerland
188. Oncopharma AG# SZ000001	Switzerland
189. Sindan Pharma SRL	Romania
190. Actavis SRL	Romania
191. Sindan Foundation	Romania
192. Actavis CZ a.s. # EZ000001	Czech Republic
193. Actavis S.r.o.	Slovak Republic
194. Biovena Pharma Sp. z.o.o.	Poland
195. Actavis (Cyprus) Ltd.	Cyprus
196. Actavis Operations EOOD	Bulgaria
197. Balkanpharma Troyan AD	Bulgaria
198. Balkanpharma Dupnitsa AD	Bulgaria
199. Balkanpharma Security EOOD	Bulgaria
200. Balkanpharma Healthcare International (Cyprus) Ltd.	Cyprus
201. Actavis EAD	Bulgaria
202. Actavis Istanbul Ilac Sanayive Ticaret Ltd. Sirketi	Turkey
203. Actavis (MEEA) FZE	UAE
204. Actavis Farmaceutica Limitada	Brazil
205. Actavis Holding Asia BV	Netherlands

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
206. Actavis HongKong Limited	HongKong
207. China Medical & Chemical Industrial Development Group Ltd.	China
208. Actavis Phanna Development Centre Private Ltd.	India
209. Actavis Pharma Private Ltd.	India
210. PT Actavis Indonesia	Indonesia
211. Actavis ASKA KK	Japan
212. Actavis KK # JA0000001	Japan
213. Actavis (Asia Pacific) Pte. Ltd.	Singapore
214. Actavis Thailand Co., Ltd. (flk/a Silom Medical Co., Ltd)	Thailand
215. Silom Medical International Co., Ltd.	Thailand
216. Forest Laboratories UK Ltd.	UK
217. Pharmax Ltd.	UK
218. Forest Pharma BV	Netherlands
219. Forest Laboratories Osterreich GmbH	Austria
220. Forest Laboratories Denmark ApS	Denmark
221. Forest Laboratories France S.A.S.	France
222. Forest Laboratories Deutschland GmbH	Germany
223. Forest Laboratories Italy S.r.L.	Italy
224. Forest Laboratories Spain, SL	Spain
225. Forest Laboratories Switzerland GmbH	
226. Axcan France (Invest) SAS	France
227. Actavis Biophanna SAS	France
228. Aptalis Pharma SAS	France

<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
229. Forest Tosara Ltd.	Ireland
230. Allergan UK LLP	UK
231. Actavis Laboratories UT, Tnc.	Delaware
232. Watson Laboratories, Inc.	Nevada
233. Actavis Pham Ia, Inc.	Delaware
234. Arrow International Ltd.	Malta
235. Allergan UK Group Ltd.	UK

236. Actavis France ehf.

237. Actavis Holdco Us, Inc.

Counties

Name	Population (2020)
Alachua County	278,468
Baker County	28,259
Bay County	175,216
Bradford County	28,303
Brevard County	606,612
Broward County	1,944,375
Calhoun County	13,648
Charlotte County	186,847
Citrus County	153,843
Clay County	218,245
Collier County	375,752
Columbia County	69,698
DeSoto County	33,976
Dixie County	16,759
Duval County	995,567
Escambia County	321,905
Flagler County	115,378
Franklin County	12,451
Gadsden County	43,826
Gilchrist County	17,864
Glades County	12,126
Gulf County	14,192
Hamilton County	14,004
Hardee County	25,327
Hendry County	39,619
Hernando County	194,515
Highlands County	101,235
Hillsborough County	1,459,762
Holmes County	19,653
Indian River County	159,788
Jackson County	47,319
Jefferson County	14,510
Lafayette County	8,226
Lake County	383,956
Lee County	760,822
Leon County	292,198
Levy County	42,915
Liberty County	7,974
Madison County	17,968
Manatee County	399,710
Marion County	375,908
Martin County	158,431

Miami-Dade County	2,701,767
Monroe County	82,874
Nassau County	90,352
Okaloosa County	211,668
Okeechobee County	39,644
Orange County	1,429,908
Osceola County	388,656
Palm Beach County	1,492,191
Pasco County	561,891
Pinellas County	959,107
Polk County	725,046
Putnam County	73,321
St. Johns County	273,425
St. Lucie County	329,226
Santa Rosa County	188,000
Sarasota County	434,006
Seminole County	470,856
Sumter County	129,752
Suwannee County	43,474
Taylor County	21,796
Union County	16,147
Volusia County	553,543
Wakulla County	33,764
Walton County	75,305
Washington County	25,318

Towns, Cities, Villages

Name	County	Population (2020)	Label
Alachua	Alachua	10,574	City
Archer	Alachua	1,140	City
Gainesville	Alachua	141,085	City
Hawthorne	Alachua	1,478	City
High Springs	Alachua	6,215	City
LaCrosse	Alachua	316	Town
Micanopy	Alachua	648	Town
Newberry	Alachua	7,342	City
Waldo	Alachua	846	City
Glen St. Mary	Baker	463	Town
Macclenny	Baker	7,304	City
Lynn Haven	Bay	18,695	City
Panama City	Bay	32,939	City
Callaway	Bay	13,045	City
Mexico Beach	Bay	916	City
Panama City Beach	Bay	18,094	City
Parker	Bay	4,010	City
Springfield	Bay	8,075	City
Brooker	Bradford	322	Town
Hampton	Bradford	432	City
Lawtey	Bradford	636	City
Starke	Bradford	5,796	City
Cape Canaveral	Brevard	9,972	City
Cocoa	Brevard	19,041	City
Cocoa Beach	Brevard	11,354	City
Grant-Valkaria	Brevard	4,509	Town
Indialantic	Brevard	3,010	Town
Indian Harbour Beach	Brevard	9,019	City
Malabar	Brevard	2,949	Town
Melbourne	Brevard	84,678	City
Melbourne Beach	Brevard	3,231	Town
Melbourne Village	Brevard	681	Town
Palm Bay	Brevard	119,760	City
Palm Shores	Brevard	1,200	Town
Rockledge	Brevard	27,678	City
Satellite Beach	Brevard	11,226	City
Titusville	Brevard	48,789	City
West Melbourne	Brevard	25,924	City
Coconut Creek	Broward	57,833	City
Coral Springs	Broward	134,394	City
Cooper City	Broward	34,401	City
Deerfield Beach	Broward	86,859	City

Dania Beach	Broward	31,723	City
Davie	Broward	105,691	Town
Fort Lauderdale	Broward	182,760	City
Hallandale Beach	Broward	41,217	City
Lauderhill	Broward	74,482	City
Miramar	Broward	134,721	City
Pembroke Pines	Broward	171,178	City
Pompano Beach	Broward	112,046	City
Hillsboro Beach	Broward	1,987	Town
Hollywood	Broward	153,067	City
Lauderdale Lakes	Broward	35,954	City
Lauderdale-by-the-Sea	Broward	6,198	Town
Lazy Lake	Broward	33	Village
Lighthouse Point	Broward	10,486	City
Margate	Broward	58,712	City
North Lauderdale	Broward	44,794	City
Oakland Park	Broward	44,229	City
Parkland	Broward	34,670	City
Pembroke Park	Broward	6,260	Town
Plantation	Broward	91,750	City
Sea Ranch Lakes	Broward	540	Village
Southwest Ranches	Broward	7,607	Town
Sunrise	Broward	97,335	City
Tamarac	Broward	71,897	City
West Park	Broward	15,130	City
Weston	Broward	68,107	City
Wilton Manors	Broward	11,426	City
Altha	Calhoun	496	Town
Blountstown	Calhoun	2,266	City
Punta Gorda	Charlotte	19,471	City
Crystal River	Citrus	3,396	City
Inverness	Citrus	7,543	City
Green Cove Springs	Clay	9,786	City
Orange Park	Clay	9,089	Town
Penney Farms	Clay	821	Town
	Clay		
Keystone Heights	Bradford	1,446	City
Everglades City	Collier	352	City
Marco Island	Collier	15,760	City
Naples	Collier	19,115	City
Fort White	Columbia	618	Town
Lake City	Columbia	12,329	City
Arcadia	DeSoto	7,420	City

Cross City	Dixie	1,689	Town
Horseshoe Beach	Dixie	165	Town
Atlantic Beach	Duval	13,513	City
Baldwin	Duval	1,396	Town
Jacksonville	Duval	949,611	City
Jacksonville Beach	Duval	23,830	City
Neptune Beach	Duval	7,217	City
Century	Escambia	1,713	Town
Pensacola	Escambia	54,312	City
Beverly Beach	Flagler	474	Town
Bunnell	Flagler	3,276	City
Flagler Beach	Flagler	5,160	City
Palm Coast	Flagler	89,258	City
Marineland	Flagler		
	St. Johns	15	Town
Apalachicola	Franklin	2,341	City
Carrabelle	Franklin	2,606	City
Chattahoochee	Gadsden	2,955	City
Greensboro	Gadsden	461	Town
Gretna	Gadsden	1,357	City
Havana	Gadsden	1,707	Town
Midway	Gadsden	3,537	City
Quincy	Gadsden	7,970	City
Bell	Gilchrist	518	Town
Trenton	Gilchrist	2,015	City
Moore Haven	Glades	1,566	City
Port St. Joe	Gulf	3,357	City
Wewahitchka	Gulf	2,074	City
Jasper	Hamilton	3,621	City
Jennings	Hamilton	749	Town
White Springs	Hamilton	740	Town
Bowling Green	Hardee	2,405	City
Wauchula	Hardee	4,900	City
Zolfo Springs	Hardee	1,737	Town
Clewiston	Hendry	7,327	City
LaBelle	Hendry	4,966	City
Brooksville	Hernando	8,890	City
Avon Park	Highlands	9,658	City
Lake Placid	Highlands	2,360	Town
Sebring	Highlands	10,729	City
Tampa	Hillsborough	384,959	City
Plant City	Hillsborough	39,764	City
Temple Terrace	Hillsborough	26,690	City

Bonifay	Holmes	2,759	City
Esto	Holmes	341	Town
Noma	Holmes	208	Town
Ponce de Leon	Holmes	504	Town
Westville	Holmes	261	Town
Fellsmere	Indian River	4,834	City
Indian River Shores	Indian River	4,241	Town
Orchid	Indian River	516	Town
Sebastian	Indian River	25,054	City
Vero Beach	Indian River	16,354	City
Alford	Jackson	484	Town
Bascom	Jackson	87	Town
Campbellton	Jackson	191	Town
Cottondale	Jackson	848	Town
Graceville	Jackson	2,153	City
Grand Ridge	Jackson	882	Town
Greenwood	Jackson	539	Town
Jacob City	Jackson	217	City
Malone	Jackson	1,959	Town
Marianna	Jackson	6,245	City
Sneads	Jackson	1,699	Town
Monticello	Jefferson	2,589	City
Mayo	Lafayette	1,055	Town
Astatula	Lake	1,889	Town
Clermont	Lake	43,021	City
Eustis	Lake	23,189	City
Fruitland Park	Lake	8,325	City
Groveland	Lake	18,505	City
Howey-in-the-Hills	Lake	1,643	Town
Lady Lake	Lake	15,970	Town
Leesburg	Lake	27,000	City
Mascotte	Lake	6,609	City
Minneola	Lake	13,843	City
Montverde	Lake	1,655	Town
Mount Dora	Lake	16,341	City
Tavares	Lake	19,003	City
Umatilla	Lake	3,685	City
Bonita Springs	Lee	53,644	City
Cape Coral	Lee	194,016	City
Estero	Lee	36,939	Village
Fort Myers	Lee	86,395	City
Fort Myers Beach	Lee	5,582	Town
Sanibel	Lee	6,382	City

Tallahassee	Leon	196,169	City
Bronson	Levy	1,140	Town
Cedar Key	Levy	687	City
Chiefland	Levy	2,316	City
Inglis	Levy	1,476	Town
Otter Creek	Levy	108	Town
Williston	Levy	2,976	City
Yankeetown	Levy	588	Town
Fanning Springs	Levy Gilchrist	1,182	City
Bristol	Liberty	918	City
Greenville	Madison	746	Town
Lee	Madison	375	Town
Madison	Madison	2,912	City
Anna Maria	Manatee	968	City
Bradenton Beach	Manatee	908	City
Holmes Beach	Manatee	3,010	City
Bradenton	Manatee	55,698	City
Palmetto	Manatee	13,323	City
Longboat Key	Manatee Sarasota	7,505	Town
Belleview	Marion	5,413	City
Dunnellon	Marion	1,928	City
Ocala	Marion	63,591	City
McIntosh	Marion	463	Town
Reddick	Marion	449	Town
Indiantown	Martin	6,560	Village
Jupiter Island	Martin	804	Town
Stuart	Martin	17,425	City
Ocean Breeze	Martin	301	Town
Sewall's Point	Martin	1,991	Town
Aventura	Miami-Dade	40,242	City
Bal Harbour	Miami-Dade	3,093	Village
Bay Harbor Islands	Miami-Dade	5,922	Town
Biscayne Park	Miami-Dade	3,117	Village
Coral Gables	Miami-Dade	49,248	City
Cutler Bay	Miami-Dade	45,425	Town
Doral	Miami-Dade	75,874	City
El Portal	Miami-Dade	1,986	Village
Golden Beach	Miami-Dade	961	Town
Hialeah	Miami-Dade	223,109	City
Hialeah Gardens	Miami-Dade	23,068	City
Indian Creek	Miami-Dade	84	Village

Key Biscayne	Miami-Dade	14,809	Village
Florida City	Miami-Dade	13,085	City
Medley	Miami-Dade	1,056	Town
Homestead	Miami-Dade	80,737	City
Miami Beach	Miami-Dade	82,890	City
Miami	Miami-Dade	442,241	City
Miami Lakes	Miami-Dade	30,467	Town
Miami Shores	Miami-Dade	11,567	Village
Miami Springs	Miami-Dade	13,859	City
Miami Gardens	Miami-Dade	111,640	City
North Miami	Miami-Dade	60,191	City
Sweetwater	Miami-Dade	19,363	City
North Bay Village	Miami-Dade	8,159	City
North Miami Beach	Miami-Dade	43,676	City
Opa-locka	Miami-Dade	16,463	City
Palmetto Bay	Miami-Dade	24,439	Village
Pinecrest	Miami-Dade	18,388	Village
South Miami	Miami-Dade	12,026	City
Sunny Isles Beach	Miami-Dade	22,342	City
Surfside	Miami-Dade	5,689	Town
Virginia Gardens	Miami-Dade	2,364	Village
West Miami	Miami-Dade	7,233	City
Islamorada	Monroe	7,107	Village
Key Colony Beach	Monroe	790	City
Key West	Monroe	26,444	City
Layton	Monroe	210	City
Marathon	Monroe	9,689	City
Callahan	Nassau	1,526	Town
Fernandina Beach	Nassau	13,052	City
Hilliard	Nassau	2,967	Town
Cinco Bayou	Okaloosa	457	Town
Crestview	Okaloosa	27,134	City
Destin	Okaloosa	13,931	City
Fort Walton Beach	Okaloosa	20,922	City
Laurel Hill	Okaloosa	584	City
Mary Esther	Okaloosa	3,982	City
Niceville	Okaloosa	15,772	City
Shalimar	Okaloosa	737	Town
Valparaiso	Okaloosa	4,752	City
Okeechobee	Okeechobee	5,254	City
Bay Lake	Orange	29	City
Belle Isle	Orange	7,032	City
Edgewood	Orange	2,685	City

Lake Buena Vista	Orange	24	City
Maitland	Orange	19,543	City
Oakland	Orange	3,516	Town
Apopka	Orange	54,873	City
Eatonville	Orange	2,349	Town
Ocoee	Orange	47,295	City
Orlando	Orange	307,573	City
Windermere	Orange	3,030	Town
Winter Garden	Orange	46,964	City
Winter Park	Orange	29,795	City
Kissimmee	Osceola	79,226	City
St. Cloud	Osceola	58,964	City
Atlantis	Palm Beach	2,142	City
Belle Glade	Palm Beach	16,698	City
Boca Raton	Palm Beach	97,422	City
Boynton Beach	Palm Beach	80,380	City
Briny Breezes	Palm Beach	502	Town
Cloud Lake	Palm Beach	134	Town
Glen Ridge	Palm Beach	217	Town
Golf	Palm Beach	255	Village
Greenacres	Palm Beach	43,990	City
Gulf Stream	Palm Beach	880	Town
Haverhill	Palm Beach	2,187	Town
Highland Beach	Palm Beach	4,295	Town
Hypoluxo	Palm Beach	2,687	Town
Juno Beach	Palm Beach	3,858	Town
Jupiter	Palm Beach	61,047	Town
Jupiter Inlet Colony	Palm Beach	405	Town
Lake Clarke Shores	Palm Beach	3,564	Town
Lake Park	Palm Beach	9,047	Town
Lake Worth Beach	Palm Beach	42,219	City
Lantana	Palm Beach	11,504	Town
Loxahatchee Groves	Palm Beach	3,355	Town
Manalapan	Palm Beach	419	Town
Mangonia Park	Palm Beach	2,142	Town
North Palm Beach	Palm Beach	13,162	Village
Ocean Ridge	Palm Beach	1,830	Town
Delray Beach	Palm Beach	66,846	City
Pahokee	Palm Beach	5,524	City
Palm Beach	Palm Beach	9,245	Town
Palm Beach Gardens	Palm Beach	59,182	City
Palm Beach Shores	Palm Beach	1,330	Town
Palm Springs	Palm Beach	26,890	Village

Riviera Beach	Palm Beach	37,604	City
Royal Palm Beach	Palm Beach	38,932	Village
South Bay	Palm Beach	4,860	City
South Palm Beach	Palm Beach	1,471	Town
Tequesta	Palm Beach	6,158	Village
Wellington	Palm Beach	61,637	Village
Westlake	Palm Beach	906	City
West Palm Beach	Palm Beach	117,415	City
Dade City	Pasco	7,275	City
New Port Richey	Pasco	16,728	City
Port Richey	Pasco	3,052	City
San Antonio	Pasco	1,297	City
St. Leo	Pasco	2,362	Town
Zephyrhills	Pasco	17,194	City
Belleair	Pinellas	4,273	Town
Belleair Beach	Pinellas	1,633	City
Belleair Bluffs	Pinellas	2,311	City
Belleair Shore	Pinellas	73	Town
Dunedin	Pinellas	36,068	City
Gulfport	Pinellas	11,783	City
Indian Rocks Beach	Pinellas	4,286	City
Indian Shores	Pinellas	1,190	Town
Kenneth City	Pinellas	5,047	Town
Largo	Pinellas	82,485	City
Madeira Beach	Pinellas	3,895	City
North Redington Beach	Pinellas	1,495	Town
Oldsmar	Pinellas	14,898	City
Clearwater	Pinellas	117,292	City
Pinellas Park	Pinellas	53,093	City
St. Petersburg	Pinellas	258,308	City
Redington Beach	Pinellas	1,376	Town
Redington Shores	Pinellas	2,176	Town
Safety Harbor	Pinellas	17,072	City
Seminole	Pinellas	19,364	City
South Pasadena	Pinellas	5,353	City
St. Pete Beach	Pinellas	8,879	City
Tarpon Springs	Pinellas	25,117	City
Treasure Island	Pinellas	6,584	City
Auburndale	Polk	15,616	City
Bartow	Polk	19,309	City
Davenport	Polk	9,043	City
Dundee	Polk	5,235	Town
Eagle Lake	Polk	3,008	City

Fort Meade	Polk	5,100	City
Frostproof	Polk	3,273	City
Haines City	Polk	26,669	City
Highland Park	Polk	264	Village
Hillcrest Heights	Polk	243	Town
Lake Alfred	Polk	6,374	City
Lake Hamilton	Polk	1,537	Town
Lake Wales	Polk	16,361	City
Lakeland	Polk	112,641	City
Mulberry	Polk	3,952	City
Polk City	Polk	2,713	Town
Winter Haven	Polk	49,219	City
Crescent City	Putnam	1,654	City
Interlachen	Putnam	1,441	Town
Palatka	Putnam	10,446	City
Pomona Park	Putnam	784	Town
Welaka	Putnam	714	Town
Gulf Breeze	Santa Rosa	6,302	City
Jay	Santa Rosa	524	Town
Milton	Santa Rosa	10,197	City
North Port	Sarasota	74,793	City
Sarasota	Sarasota	54,842	City
Venice	Sarasota	25,463	City
Altamonte Springs	Seminole	46,231	City
Casselberry	Seminole	28,794	City
Lake Mary	Seminole	16,798	City
Longwood	Seminole	15,087	City
Oviedo	Seminole	40,059	City
Sanford	Seminole	61,051	City
Winter Springs	Seminole	38,342	City
St. Augustine	St. Johns	14,329	City
St. Augustine Beach	St. Johns	6,803	City
Fort Pierce	St. Lucie	47,297	City
St. Lucie Village	St. Lucie	613	Town
Port St. Lucie	St. Lucie	204,851	City
Bushnell	Sumter	3,047	City
Center Hill	Sumter	846	City
Coleman	Sumter	642	City
Webster	Sumter	778	City
Wildwood	Sumter	15,730	City
Branford	Suwannee	711	Town
Live Oak	Suwannee	6,735	City
Perry	Taylor	6,898	City

Lake Butler	Union	1,986	City
Raiford	Union	224	Town
Worthington Springs	Union	378	Town
DeBary	Volusia	22,260	City
DeLand	Volusia	37,351	City
Edgewater	Volusia	23,097	City
Holly Hill	Volusia	12,958	City
Lake Helen	Volusia	2,842	City
New Smyrna Beach	Volusia	30,142	City
Oak Hill	Volusia	1,986	City
Orange City	Volusia	12,632	City
Pierson	Volusia	1,542	Town
Ponce Inlet	Volusia	3,364	Town
Port Orange	Volusia	62,596	City
South Daytona	Volusia	12,865	City
Daytona Beach	Volusia	72,647	City
Daytona Beach Shores	Volusia	5,179	City
Deltona	Volusia	93,692	City
Ormond Beach	Volusia	43,475	City
Sopchoppy	Wakulla	426	City
St. Marks	Wakulla	274	City
DeFuniak Springs	Walton	5,919	City
Freeport	Walton	5,861	City
Paxton	Walton	556	Town
Caryville	Washington	301	Town
Chipley	Washington	3,660	City
Ebro	Washington	237	Town
Vernon	Washington	732	City
Wausau	Washington	371	Town

School Districts

School Districts
Alachua County Public Schools
Baker County School District
Bay District Schools
Bradford County School District
Brevard County Public Schools
Broward County Public Schools
Calhoun County School District
Charlotte County Public Schools
Citrus County School District
Clay County Schools
Collier County District School Board
Columbia County School District
DeSoto School District
Dixie County School District
Dozier-Okeechobee School District
Okeechobee Youth Development Center
Duval County Public Schools
Escambia County School District
Flagler County Public Schools
Franklin County School District
Gadsden County School District
Gilchrist County School District
Glades County School District
Gulf County Schools
Hamilton County School District
Hardee County School District
Hendry County Schools
Hernando County School Board
Highlands County Schools
Hillsborough County Public Schools
Holmes County School District
Indian River County School District
Jackson County School District
Jefferson County School District
Lafayette County School District
Lake County Schools
Lee County School District
Leon County Schools
Levy County School Board
Liberty County School District
Madison County Schools
Manatee County School District

Marion County Public Schools
Martin County School District
Miami-Dade County School Board
Monroe County School District
Nassau County School District
Okaloosa County School District
Okeechobee County School Board
Orange County Public Schools
Osceola County School District
Palm Beach County School District
Pasco County Schools
Pinellas County Schools
Polk County Public Schools
Putnam County School District
St. Johns County School District
St. Lucie County School Board
Santa Rosa County School District
Sarasota County Public Schools
Seminole County Public Schools
Sumter District Schools
Suwannee County School District
Taylor County School District
Union County School Board
Volusia County Schools
Wakulla County School Board
Walton County School District
Washington County School District

Special Districts

District Name
A. Max Brewer Memorial Law Library
A.H. at Turnpike South Community Development District
Abbott Square Community Development District
Aberdeen Community Development District
Academical Village Community Development District
Acme Improvement District
Alachua Community Redevelopment Agency
Alachua County Health Facilities Authority
Alachua County Housing Authority
Alachua County Housing Finance Authority
Alachua County Library District
Alachua Soil and Water Conservation District
Alafia Preserve Community Development District
Alligator Point Water Resources District
Almarante Fire District
Alta Lakes Community Development District
Altamonte Springs Health Facilities Authority
Alva Fire Protection and Rescue Service District
Amelia Concourse Community Development District
Amelia Island Mosquito Control District
Amelia National Community Development District
Amelia Walk Community Development District
American Beach Water and Sewer District
Anabelle Island Community Development District
Anastasia Mosquito Control District of St. Johns County
Anastasia Sanitary District
Anthem Park Community Development District
Apalachicola Community Redevelopment Agency
Apalachicola Housing Authority
Apopka Community Redevelopment Agency
Aqua By The Bay Community Development District
Aqua One Community Development District
Arbor Greene Community Development District
Arborwood Community Development District

Area Housing Commission
Area Housing Commission of Clewiston, LaBelle and Hendry County
Argyle Fire District
Arlington Ridge Community Development District
Arlington Special Dependent District
Armstrong Community Development District
Artisan Lakes Community Development District
Artisan Lakes East Community Development District
Astoria Community Development District
Asturia Community Development District
Atlantis Safe Neighborhood Improvement District
Auburndale Community Redevelopment Agency
Aucilla Area Solid Waste Administration
Avalon Beach / Mulat Fire Protection District
Avalon Groves Community Development District
Avalon Park West Community Development District
Ave Maria Stewardship Community District
Avelar Creek Community Development District
Avenir Community Development District
Aventura Isles Community Development District
Aviary at Rutland Ranch Community Development District
Avon Park Community Redevelopment Agency
Avon Park Housing Authority
Babcock Ranch Community Independent Special District
Babcock Street Community Redevelopment Agency
Bahia Lakes Community Development District
Bainebridge Community Development District
Baker County Development Commission
Baker County Hospital District
Baker Fire District
Ballantrae Community Development District
Ballentrae Hillsborough Community Development District
Bannon Lakes Community Development District
Banyan Cay Community Development District
Barefoot Bay Recreation District
Barefoot Bay Water and Sewer District

Barron Water Control District
Bartow Community Redevelopment Agency
Bartow Municipal Airport Development Authority
Bartram Park Community Development District
Bartram Springs Community Development District
Bay County Law Library
Bay Creek Community Development District
Bay Crest Park Special District
Bay Laurel Center Community Development District
Bay Medical Center
Bayfront Community Redevelopment Agency
Bayi Community Development District
Bayshore Fire Protection and Rescue Service District
Bayshore Gardens Park and Recreation District
Bayside Improvement Community Development District
Baytree Community Development District
Baywinds Community Development District
Beach Community Development District
Beach Mosquito Control District
Beach Road Golf Estates Community Development District
Beacon Lakes Community Development District
Beacon Meadows Special Dependent Tax District
Beacon Tradeport Community Development District
Beaumont Community Development District
Beeline Community Development District
Bella Collina Community Development District
Bella Vida Community Development District
Bellagio Community Development District
Bellalago Educational Facilities Benefit District
Bellaviva at Westside Community Development District
Bellaviva Community Development District
Belmond Reserve Community Development District
Belmont Community Development District
Belmont II Community Development District

Belmont Lakes Community Development District
Bent Creek Community Development District
Bermont Drainage District
Berry Bay Community Development District
Bexley Community Development District
Big Bend Water Authority
Big Cypress Stewardship District
Biscayne Drive Estates Community Development District
Black Creek Community Development District
Blackburn Creek Community Development District
Blackman Fire District
Blackwater Soil and Water Conservation District
Bloomington Oaks Special Dependent Tax District
Bloomington Special Taxing District
Blountstown Community Redevelopment Agency
Blue Lake Community Development District
Blueprint Intergovernmental Agency
Bluewaters Community Development District
Bobcat Trail Community Development District
Boca Grande Fire Control District
Boca Raton Airport Authority
Boca Raton Community Redevelopment Agency
Boca Raton Housing Authority
Boggy Branch Community Development District
Boggy Creek Improvement District
Bolles Drainage District
Bonaventure Development District
Bonita Landing Community Development District
Bonita Springs Fire Control and Rescue District
Bonita Village Community Development District
Bonnet Creek Resort Community Development District
Bonterra Community Development District
Botaniko Community Development District
Boyette Park Community Development District
Boyette Springs Special Dependent District
Boynton Beach Community Redevelopment Agency
Boynton Village Community Development District
Bradenton Beach Community Redevelopment Agency

Bradenton Community Redevelopment Agency
Bradford County Development Authority
Bradford County Health Facilities Authority
Bradford Soil and Water Conservation District
Brandon Hills Special Dependent District
Brandy Creek Community Development District
Brevard County Educational Facilities Authority
Brevard County Free Public Library District
Brevard County Health Facilities Authority
Brevard County Housing Finance Authority
Brevard County Special Recreation District IV
Brevard Mosquito Control District
Brevard Soil and Water Conservation District
Bridgewalk Community Development District
Bridgewater Community Development District
Bridgewater North Community Development District
Bridgewater of Wesley Chapel Community Development District
Briger Community Development District
Brighton Lakes Community Development District
Brightwater Community Development District
Brooks of Bonita Springs Community Development District
Brooks of Bonita Springs II Community Development District
Brookstone Community Development District
Brooksville Housing Authority
Broward County Community Redevelopment Agency
Broward County Educational Facilities Authority
Broward County Health Facilities Authority
Broward County Housing Authority
Broward County Housing Finance Authority
Broward County Water Control District 2
Broward County Water Control District 3
Broward County Water Control District 4
Broward Soil and Water Conservation District
Broward Solid Waste Disposal District
Brownwood Community Development District
Buckeye Park Community Development District

Buckhead Ridge Mosquito Control District
Buckhead Trails Community Development District
Buckhorn Estates Special Dependent District
Buckhorn Oaks Special Dependent District
Bullfrog Creek Community Development District
Bunnell Community Redevelopment Agency
Burnt Store Isles Canal Maintenance Assessment District
Business Improvement District of Coral Gables
Callaway Community Redevelopment Agency
Campbellton-Graceville Hospital District
Campo Bello Community Development District
Canaveral Port District
Candler Hills East Community Development District
Canopy Community Development District
Cape Canaveral Community Redevelopment Agency
Cape Canaveral Free Public Library
Cape Canaveral Hospital District
Cape Coral Community Redevelopment Agency
Capital Region Community Development District
Capron Trail Community Development District
Captain's Key Dependent District
Captiva Erosion Prevention District
Captiva Island Fire Control District
Caribe Palm Community Development District
Carlton Lakes Community Development District
Caroline Street Corridor and Bahama Village Community Redevelopment Agency
Carrabelle Community Redevelopment Agency
Carrabelle Hospital Tax District
Carrollwood Meadows Special Dependent District
Carrollwood North Special Dependent Tax District
Carrollwood Recreation District
Carrollwood South Special Dependent Tax District
Carver Heights / Montclair Community Redevelopment Agency
Cascades At Groveland Community Development District

Catalina At Winkler Preserve Community Development District
CBL / BM Port Orange West Community Development District
Cedar Hammock Community Development District
Cedar Hammock Fire Control District
Cedar Key Water and Sewer District
Cedar Pointe Community Development District
Celebration Community Development District
Celebration Pointe Community Development District No. 1
Central Broward Water Control District
Central Charlotte County Drainage District
Central County Water Control District
Central Florida Expressway Authority
Central Florida Regional Transportation Authority
Central Lake Community Development District
Central Parc Community Development District
Centre Lake Community Development District
Century Community Redevelopment Agency
Century Gardens at Tamiami Community Development District
Century Gardens Community Development District
Century Gardens Village Community Development District
Century Parc Community Development District
Century Park Place Community Development District
Century Park South Community Development District
CFM Community Development District
Champion's Reserve Community Development District
ChampionsGate Community Development District
Channing Park Community Development District
Chaparral of Palm Bay Community Development District
Chapel Creek Community Development District
Chapel Crossings Community Development District
Charles Cove Community Development District
Charlotte County Airport Authority
Charlotte County Industrial Development Authority

Charlotte Harbor Community Redevelopment Agency
Charlotte Soil and Water Conservation District
Cheval West Community Development District
Children's Board of Hillsborough County
Children's Services Council of Broward County
Children's Services Council of Leon County
Children's Services Council of Martin County
Children's Services Council of Okeechobee County
Children's Services Council of Palm Beach County
Children's Services Council of St. Lucie County
Children's Trust of Alachua County
ChIPLEY Housing Authority
ChIPLEY Redevelopment Agency
Chipola River Soil and Water Conservation District
Choctawhatchee River Soil and Water Conservation District
Citrus County Fire Protection Taxing District
Citrus County Hospital Board
Citrus County Mosquito Control District
Citrus County Port Authority
Citrus County Special Library District
Citrus Information Cooperative
Citrus, Levy, Marion Regional Workforce Development Board
City Center Community Development District
City Gate Community Development District
City of Belle Glade Community Redevelopment Agency
City of Bowling Green Community Redevelopment Agency
City of Brooksville Community Redevelopment Agency
City of Cape Coral Health Facilities Authority
City of Casselberry Community Redevelopment Agency
City of Cedar Key Community Redevelopment Agency
City of Clewiston Community Redevelopment Agency
City of Coral Springs Community Redevelopment Agency
City of Crescent City Community Redevelopment Agency
City of DeLand Downtown Tax Increment District

City of Dunnellon Community Redevelopment Agency
City of Eagle Lake Community Redevelopment Agency
City of Edgewater Community Redevelopment Agency
City of Fort Meade Community Redevelopment Agency
City of Holly Hill Community Redevelopment Agency
City of Inverness Community Redevelopment Agency
City of Lake Alfred Community Redevelopment Agency
City of Lake Wales Library Board
City of Lauderhill Community Redevelopment Agency
City of Live Oak Community Redevelopment Agency
City of Marianna Community Redevelopment Agency
City of Mascotte Community Redevelopment Agency
City of Miami Health Facilities Authority
City of Midway Community Redevelopment Agency
City of Minneola Community Redevelopment Agency
City of Moore Haven Affordable Housing Finance Authority
City of Moore Haven Redevelopment Agency
City of Mulberry Community Redevelopment Agency
City of Naples Airport Authority
City of Naples Community Redevelopment Agency
City of North Port Solid Waste District
City of Oakland Park Community Redevelopment Agency
City of Palmetto Community Redevelopment Agency
City of Pensacola Community Redevelopment Agency
City of Perry Community Redevelopment Agency
City of Plantation Community Redevelopment Agency
City of Port St. Lucie Community Redevelopment Agency
City of Punta Gorda Community Redevelopment Agency
City of Riviera Beach Utility Special District
City of Rockledge Community Redevelopment Agency
City of Sanford Community Redevelopment Agency
City of Sarasota Community Redevelopment Agency
City of Sebastian Community Redevelopment Agency
City of South Miami Health Facilities Authority

City of St. Cloud Community Redevelopment Agency
City of St. Marks Redevelopment Agency
City of St. Petersburg Health Facilities Authority
City of Stuart Community Redevelopment Agency
City of Sunrise Special Tax District No. 1
City of Tallahassee Community Redevelopment Agency
City of Tampa Community Redevelopment Agency
City of Tarpon Springs Community Redevelopment Agency
City of Trenton Community Redevelopment Agency
City-County Public Works Authority
CityPlace Community Development District
Civil Service Board of Santa Rosa County
Clay County Development Authority
Clay County Utility Authority
Clay Soil and Water Conservation District
Clearwater Cay Community Development District
Clearwater Community Redevelopment Agency
Clearwater Downtown Development Board
Clearwater Housing Authority
Clewiston Drainage District
Cobblestone Community Development District
Coco Palms Community Development District
Cocoa Community Redevelopment Agency
Cocomar Water Control District
Coconut Cay Community Development District
Coconut Grove Business Improvement District
Coddington Community Development District
Cold Springs Improvement District
Coleman Community Redevelopment Agency
Collier County Airport Authority
Collier County Community Redevelopment Agency
Collier County Educational Facilities Authority
Collier County Health Facilities Authority

Collier County Housing Authority
Collier County Housing Finance Authority
Collier County Industrial Development Authority
Collier County Water-Sewer District
Collier Mosquito Control District
Collier Soil and Water Conservation District
Colonial Country Club Community Development District
Columbia County Housing Authority
Columbia County Industrial Development Authority
Community Redevelopment Agency of Escambia County
Community Redevelopment Agency of the City of Fellsmere
Community Redevelopment Agency of the City of New Smyrna Beach
Community Redevelopment Agency of the City of Parker
Community Redevelopment Agency of the City of Pinellas Park
Community Redevelopment Agency of the City of South Daytona
Community Redevelopment Agency of the City of Temple Terrace
Community Redevelopment Agency of the City of Umatilla
Community Redevelopment Agency of the City of Winter Haven
Community Redevelopment Agency of the Town of Cinco Bayou
Community Redevelopment Agency of the Town of Havana
Community Redevelopment Agency of the Town of Lake Park
Concord Station Community Development District
Concorde Estates Community Development District
Connected City Stewardship District
Connerton East Community Development District

Connerton West Community Development District
Contrada Hills Community Development District
Cooperative Producers Water Control District
Copper Creek Community Development District
Copper Oaks Community Development District
Copperhead Community Development District
Copperspring Community Development District
Copperstone Community Development District
Coquina Water Control District
Coral Bay Community Development District
Coral Keys Homes Community Development District
Coral Springs Improvement District
Cordoba Ranch Community Development District
Cordova Palms Community Development District
Corkscrew Farms Community Development District
Coronado Community Development District
Cory Lakes Community Development District
Country Greens Community Development District
Country Lakes Special Dependent Tax District
Country Place Maintenance District
Country Run Maintenance District
Country Village Special Dependent District
Country Walk Community Development District
County Line Drainage District
Cove At Bayport Colony, The
Covington Park Community Development District
Cow Slough Water Control District
Creek Preserve Community Development District
Creekside at Twin Creeks Community Development District
Creekside Community Development District
Creekview Community Development District
Crescent Lakes Common Facilities District
Crestview Community Redevelopment Agency
Crestview Housing Authority
Crestview II Community Development District
Crestview West Community Development District
Cross Creek North Community Development District
CrossCreek Community Development District
Crossings At Fleming Island Community Development District, The

Crossings Community Development District
Crossroads Village Center Community Development District
Crosswinds West Community Development District
Crystal Cay Community Development District
Crystal River Redevelopment Agency
Currents Community Development District
Cutler Cay Community Development District
Cypress Bluff Community Development District
Cypress Cove Community Development District
Cypress Creek of Hillsborough County Community Development District
Cypress Grove Community Development District
Cypress Lakes Community Development District
Cypress Mill Community Development District
Cypress Park Estates Community Development District
Cypress Preserve Community Development District
Cypress Ridge Community Development District
Cypress Shadows Community Development District
Dade City Community Redevelopment Agency
Dania Beach Community Redevelopment Agency
Dania Beach Housing Authority
Davenport Road South Community Development District
Davie Community Redevelopment Agency
Daytona Beach Community Redevelopment Agency
Daytona Beach Downtown Development Authority
Daytona Beach Housing Authority
Daytona Beach Racing and Recreational Facilities District
Deer Island Community Development District
Deer Run Community Development District
Deerfield Beach Community Redevelopment Agency
Deerfield Beach Housing Authority
Deering Park Center Community Development District
Deering Park Stewardship District
DeFuniak Springs Community Redevelopment Agency
DeFuniak Springs Housing Authority

Del Webb Bexley Community Development District
DeLand Housing Authority
Delray Beach Community Redevelopment Agency
Delray Beach Downtown Development Authority
Delray Beach Housing Authority
Delta Farms Water Control District
Department of Off-Street Parking of The City of Miami
DeSoto County Hospital District
Destin Community Redevelopment Agency
Destin Fire Control District
Devil's Garden Water Control District
DG Farms Community Development District
Diamond Hill Community Development District
Diamond Square Community Redevelopment Agency
Disston Island Conservancy District
District Community Development District
Dixie Soil and Water Conservation District
Doctors Memorial Hospital
Dog Island Conservation District
Donaldson Knoll Community Development District
Dorcas Fire District
Double Branch Community Development District
Dovera Community Development District
Dowden West Community Development District
Downtown / Historic Ybor Tourism Marketing District
Downtown and East Town Redevelopment Agency
Downtown Belleview Community Redevelopment Agency
Downtown Clermont Redevelopment Agency
Downtown Cocoa Beach Community Redevelopment Agency
Downtown Development Authority City of Miami
Downtown Development Authority of the City of Fort Lauderdale
Downtown Development Board
Downtown Doral Community Development District
Downtown Doral South Community Development District
Downtown Improvement District
Downtown Investment Authority

Downtown Kissimmee Community Redevelopment Agency
Downtown South Neighborhood Improvement District
DP1 Community Development District
Duette Fire and Rescue District
Dunedin Community Redevelopment Agency
Dunedin Housing Authority
Dunes Community Development District
Dupree Lakes Community Development District
Durbin Crossing Community Development District
Duval County Research and Development Authority
Duval Soil and Water Conservation District
DW Bayview Community Development District
Eagle Pointe Community Development District
Eagle Ridge Community Development District
Eagle's Crest Community Development District
East 547 Community Development District
East Beach Water Control District
East Bonita Beach Road Community Development District
East Charlotte Drainage District
East Flagler Mosquito Control District
East Hendry County Drainage District
East Homestead Community Development District
East Lake Park Special Dependent District
East Lake Tarpon Special Fire Control District
East Manatee Fire Rescue District
East Mulloch Water Control District
East Naples Bay Special Taxing District
East Nassau Stewardship District
East Niceville Fire District
East Park Community Development District
East Shore Water Control District
Eastlake Oaks Community Development District
Easton Park Community Development District
Eastpoint Water and Sewer District
Eastport Business Center
Eden Hills Community Development District

Edgewater East Community Development District
Elevation Pointe Community Development District
Elkton Drainage District
Eloise Community Redevelopment Agency
Emerald Coast Utilities Authority
Emerald Hills Safety Enhancement District
Emerald Lakes Community Development District
Enbrook Community Development District
Enclave at Black Point Marina Community Development District
Encore Community Development District
Englewood Area Fire Control District
Englewood Community Redevelopment Agency
Englewood Water District
Enterprise Community Development District
Entrada Community Development District
Epperson North Community Development District
Epperson Ranch Community Development District
Epperson Ranch II Community Development District
Escambia Children's Trust
Escambia County Housing Finance Authority
Escambia County Law Library
Escambia Health Facilities Authority
Escambia Soil and Water Conservation District
Esplanade Lake Club Community Development District
Estancia at Wiregrass Community Development District
Estates at Cherry Lake Community Development District
Estero Fire Rescue District
Eureka Grove Community Development District
Everest GMR Community Development District
Everglades Agricultural Area Environmental Protection District
Evergreen Community Development District
Everlands Community Development District
Falcon Trace Community Development District
Fallschase Community Development District
Fellsmere Water Control District

Fernandina Beach Community Redevelopment Agency
Fiddler's Creek Community Development District
Fiddler's Creek Community Development District Number 2
Fieldstone Community Development District
Finley Woods Community Development District
First Coast Workforce Development Consortium
Fishhawk Community Development District IV
Fishhawk Ranch Community Development District
Flaghole Drainage District
Flagler Beach Community Redevelopment Agency
Flagler County Housing Authority
Flagler Estates Road and Water Control District
Fleming Island Plantation Community Development District
Flora Ridge Education Facilities Benefit District
Florida Atlantic Research and Development Authority
Florida City Community Redevelopment Agency
Florida Crown Workforce Board, Inc.
Florida Green Finance Authority
Florida Inland Navigation District
Florida Keys Aqueduct Authority
Florida Keys Mosquito Control District
Florida PACE Funding Agency
Florida Resiliency and Energy District
Florosa Fire Control District

Flow Way Community Development District
Fontainbleau Lakes Community Development District
Forest Brooke Community Development District
Forest Creek Community Development District
Forest Lake Community Development District
Fort Lauderdale Community Redevelopment Agency
Fort Lauderdale Housing Authority
Fort Myers Beach Fire Control District
Fort Myers Beach Mosquito Control District
Fort Myers Beach Public Library District
Fort Myers Community Redevelopment Agency
Fort Myers Housing Authority
Fort Myers Shores Fire Protection and Rescue District
Fort Pierce Farms Water Control District
Fort Pierce Redevelopment Agency
Fort Walton Beach Community Redevelopment Agency
Fort Walton Beach Housing Authority
Forty-Ninth Street Corridor Redevelopment District
Founders Ridge Community Development District
Four Seasons at Crystal Springs Community Development District
Fox Branch Ranch Community Development District (2021)
Franklin Soil and Water Conservation District
Fred R. Wilson Memorial Law Library
Freedom Walk Community Development District
FRERC Community Development District
Fronterra Community Development District
Fruitland Park Community Redevelopment Agency
Gadsden County Hospital
Gadsden County Industrial Development Authority
Gadsden Soil and Water Conservation District
Gainesville Housing Authority
Gainesville-Alachua County Regional Airport Authority
Gardens at Hammock Beach Community Development District
Gasparilla Island Bridge Authority
Gateway Services Community Development District

George E. Weems Memorial Hospital
Gerber Groves Water Control District
Gilchrist County Industrial Development Authority
Gilchrist Soil and Water Conservation District
Glades Soil and Water Conservation District
Gladeview Water Control District
Glen St. Johns Community Development District
Golden Gate Point Streetscape Special District
Golden Isles Safe Neighborhood District
Golden Lakes Community Development District
Gracewater Sarasota Community Development District
Gramercy Farms Community Development District
Grand Bay at Doral Community Development District
Grand Hampton Community Development District
Grand Haven Community Development District
Grand Oaks Community Development District
Grande Pines Community Development District
Greater Boca Raton Beach and Park District
Greater Lakes / Sawgrass Bay Community Development District
Greater Leesburg Community Redevelopment Agency
Greater Naples Fire Rescue District
Greater Orlando Aviation Authority
Greater Seminole Area Special Recreation District
Green Corridor Property Assessment Clean Energy (PACE) District
GreeneWay Improvement District
Gretna Housing Authority
Gretna Neighborhood Improvement District
Greyhawk Landing Community Development District
Griffin Lakes Community Development District
Grove Community District
Grove Resort Community Development District
Groveland Community Redevelopment Agency
Groves Community Development District, The
Gulf Breeze Community Redevelopment Agency

Gulf Consortium
Gulfport Waterfront Community Redevelopment Agency
Gulfstream Polo Community Development District
Habitat Community Development District
Habitat Safe Neighborhood Improvement District
Hacienda Lakes Community Development District
Haines City Community Redevelopment Agency
Haines City Water Control District
Halifax Hospital Medical Center
Hallandale Beach Community Redevelopment Agency
Hamal Community Development District
Hamilton Bluff Community Development District
Hamilton County Development Authority
Hamilton County Memorial Hospital
Hamilton County Soil and Water Conservation District
Hammock Bay Community Development District
Hammock Reserve Community Development District
Hammock Woods Special Dependent Tax District
Hammocks Community Development District
Harbor Bay Community Development District
Harbor Village Community Development District
Harbour Isles Community Development District
Harbour Waterway Special District
Harbourage at Braden River Community Development District
Hardee County Economic Development Authority
Hardee County Housing Authority
Hardee County Indigent Health Care Special District
Hardee County Industrial Development Authority
Hardee Soil and Water Conservation District
Harden / Parkway Community Redevelopment Agency
Harmony Community Development District

Harmony on Lake Eloise Community Development District (2021)
Harmony Village Community Development District
Harmony West Community Development District (2017)
Harrison Ranch Community Development District
Hastings Drainage District
Hawk's Point Community Development District
Hawkstone Community Development District
Hawthorne Community Redevelopment Agency
Hawthorne Mill North Community Development District (2021)
Health Care District of Palm Beach County
Heartland Library Cooperative
Heights Community Development District, The
Hemingway Point Community Development District
Hendry County Hospital Authority
Hendry County Industrial Development Authority
Hendry Soil and Water Conservation District
Hendry-Hilliard Water Control District
Hendry-La Belle Recreation Board
Heritage Bay Community Development District
Heritage Greens Community Development District
Heritage Harbor Community Development District
Heritage Harbour Market Place Community Development District
Heritage Harbour North Community Development District
Heritage Harbour South Community Development District
Heritage Isle at Viera Community Development District
Heritage Isles Community Development District
Heritage Lake Park Community Development District
Heritage Landing Community Development District
Heritage Oak Park Community Development District
Heritage Palms Community Development District
Heritage Park Community Development District
Heritage Pines Community Development District
Heritage Springs Community Development District

Hernando County Housing Authority
Hernando County Law Library
Hernando County Port Authority
Hernando County Water and Sewer District
Heron Isles Community Development District
Hérons Glen Recreation District
Hialeah Housing Authority
Hialeah Redevelopment Agency
Hickory Hill Special Dependent Tax District
Hidden Creek Community Development District
Hidden Creek North Community Development District
Hideaway Beach District
High Ridge / Quantum Community Development District
High Springs Community Redevelopment Agency
Highland Glades Water Control District
Highland Meadows Community Development District
Highland Meadows II Community Development District
Highland Meadows West Community Development District
Highland Trails Community Development District
Highlands Community Development District
Highlands County Health Facilities Authority
Highlands County Hospital District
Highlands County Housing Authority
Highlands County Industrial Development Authority
Highlands Soil and Water Conservation District
Highway 79 Corridor Authority
Hillcrest Community Development District
Hills of Minneola Community Development District
Hillsboro Inlet District
Hillsborough County Aviation Authority
Hillsborough County Hospital Authority
Hillsborough County Industrial Development Authority
Hillsborough Soil and Water Conservation District
Hillsborough Transit Authority

Hilltop Point Community Development District
Hobe-Saint Lucie Conservancy District
Holiday Park, Park and Recreation District
Holley-Navarre Fire Protection District
Holly Hill Road East Community Development District
Hollywood Beach Community Development District I
Hollywood Community Redevelopment Agency
Hollywood Housing Authority
Holmes County Development Commission
Holmes County Housing Authority
Holmes Creek Soil and Water Conservation District
Holt Fire District
Homestead 50 Community Development District
Homestead Community Redevelopment Agency
Homosassa Special Water District
Housing Authority of Bartow
Housing Authority of Brevard County
Housing Authority of Springfield
Housing Authority of Tarpon Springs
Housing Authority of The City of Arcadia
Housing Authority of The City of Belle Glade
Housing Authority of The City of Bradenton
Housing Authority of The City of Cocoa
Housing Authority of The City of Eustis
Housing Authority of The City of Fernandina Beach
Housing Authority of The City of Fort Pierce
Housing Authority of The City of Homestead
Housing Authority of The City of Lakeland
Housing Authority of The City of Mulberry
Housing Authority of The City of New Smyrna Beach
Housing Authority of The City of Orlando
Housing Authority of The City of Pompano Beach
Housing Authority of the City of Stuart, Florida
Housing Authority of The City of Tampa

Housing Authority of The City of Titusville
Housing Finance Authority of Clay County
Housing Finance Authority of Hillsborough County
Housing Finance Authority of Lee County, Florida
Housing Finance Authority of Manatee County
Housing Finance Authority of Palm Beach County
Housing Finance Authority of Pinellas County
Housing Finance Authority of Polk County
Housing Finance Authority of St. Johns County
Housing Finance Authority of Volusia County
Howard Creek Fire Control District
Hunter's Lake Special Dependent Tax District
Hunter's Ridge Community Development District No. 1
Hunter's Ridge Oaks Community Development District No 1
Hyde Park Community Development District 1
Hypoluxo / Haverhill Community Development District
Immokalee Fire Control District
Immokalee Water and Sewer District
Indian Creek Common Facilities District
Indian Hills-Hickory Ridge II Special Dependent Tax District
Indian Point Common Facilities District
Indian Ridge Villas Common Facilities District
Indian River County Emergency Services District
Indian River County Hospital District
Indian River County Housing Authority
Indian River Farms Water Control District
Indian River Mosquito Control District
Indian River Soil and Water Conservation District
Indian Trace Development District
Indian Trail Improvement District
Indiantown Community Development District
Indigo Community Development District
Indigo East Community Development District
Industrial Development Authority of Calhoun County

Interlaken Community Development District
International Drive Community Redevelopment Agency
International Drive Master Transit and Improvement District
Iona-McGregor Fire Protection and Rescue Service District
IRL Council
Islands at Doral (NE) Community Development District
Islands at Doral (SW) Community Development District
Islands at Doral III Community Development District
Islands at Doral Townhomes Community Development District
Isle of Palms Special District
Isles of Bartram Park Community Development District
Isles of Inverrary Safe Neighborhood Improvement District
Istokpoga Marsh Watershed Improvement District
J. Ben Harrill Villages of Pasadena Hills Stewardship District
Jackson County Agricultural Center
Jackson County Hospital District
Jackson Soil and Water Conservation District
Jacksonville Aviation Authority
Jacksonville Beach Community Redevelopment Agency
Jacksonville Health Facilities Authority
Jacksonville Housing Authority
Jacksonville Housing Finance Authority
Jacksonville International Airport Area Redevelopment Agency
Jacksonville Port Authority
Jacksonville Public Library
Jacksonville Transportation Authority
Jefferson Soil and Water Conservation District
John A. H. Murphree Law Library
Joint West Melbourne-Brevard County Community Redevelopment Agency

Joshua Water Control District
Journey's End Community Development District
Julington Creek Plantation Community Development District
Juniper Cove Community Development District
Jupiter Inlet District
Jupiter Island Beach Protection District
Juvenile Welfare Board of Pinellas County
Kass Circle Community Redevelopment Agency
K-Bar Ranch Community Development District
K-Bar Ranch II Community Development District
Kendall Breeze Community Development District
Kendall Breeze West Community Development District
Key Largo Fire Rescue and Emergency Medical Services District
Key Largo Wastewater Treatment District
Key Marco Community Development District
Key West Housing Authority
Keys Cove Community Development District
Keys Cove II Community Development District
Keys Edge Community Development District
Keystone Airpark Authority
Keystone Grove Lakes Special Dependent District
Keystone Heights Community Redevelopment Agency
Kingman Gate Community Development District
KingSoutel Crossing Community Redevelopment Agency
La Collina Community Development District
Lafayette Soil and Water Conservation District
Lago Vista Maintenance District
Laguna Lakes Community Development District
Lake Apopka Natural Gas District
Lake Asbury Municipal Service Benefit District
Lake Ashton Community Development District
Lake Ashton II Community Development District
Lake Beluthahatchee Community Development District
Lake Bernadette Community Development District

Lake Brant Special Dependent District
Lake Butler Community Redevelopment Agency
Lake City Community Redevelopment Agency
Lake Clarke Shores Community Redevelopment Agency
Lake Conway Water and Navigation Control District
Lake County Water Authority
Lake Deer Community Development District
Lake Emma Community Development District
Lake Frances Community Development District
Lake Heather Special Dependent Tax District
Lake Hideaway Community Development District
Lake Lucie Community Development District
Lake Magdalene Estates West Special Dependent Tax District
Lake Magdalene Special Dependent District
Lake Padgett Estates Independent Special District
Lake Powell Residential Golf Community Development District
Lake Region Lakes Management District
Lake Shore Hospital Authority
Lake Soil and Water Conservation District
Lake St. Charles Community Development District
Lake Strawberry Special Dependent District
Lake Wales Airport Authority
Lake Wales Community Redevelopment Agency
Lake Wales Housing Authority
Lake Worth Beach Community Redevelopment Agency
Lake Worth Drainage District
Lakeland Area Mass Transit District
Lakeland Community Redevelopment Agency
Lakeland Downtown Development Authority
Lakes by the Bay South Community Development District
Lakes of Sarasota Community Development District
Lakeshore Ranch Community Development District
Lakeside Community Development District
Lakeside Landings Community Development District
Lakeside Plantation Community Development District
Lakeside Preserve Community Development District

Lakewood Park Community Development District
Lakewood Ranch Community Development District 1
Lakewood Ranch Community Development District 2
Lakewood Ranch Community Development District 4
Lakewood Ranch Community Development District 5
Lakewood Ranch Community Development District 6
Lakewood Ranch Stewardship District
Landings at Miami Community Development District
Landmark at Doral Community Development District
Largo Community Redevelopment Agency
Lauderdale Isles Water Management District
Lauderdale Lakes Community Redevelopment Agency
Lauderhill Housing Authority
Laurel Road Community Development District
Lawson Dunes Community Development District
Lealman Special Fire Control District
Lee County Educational Facilities Authority
Lee County Housing Authority
Lee County Hyacinth Control District
Lee County Industrial Development Authority
Lee County Mosquito Control District
Lee County Port Authority
Lee County Trauma Services District
Lee Memorial Health System
Legends Bay Community Development District
Lehigh Acres Fire Control and Rescue District
Lehigh Acres Municipal Services Improvement District
Lely Community Development District
Leomas Landing Community Development District
Leon County Educational Facilities Authority
Leon County Energy Improvement District
Leon County Housing Finance Authority
Leon County Research and Development Authority

Leon Soil and Water Conservation District
Levy Soil and Water Conservation District
Lexington Community Development District
Lexington Oaks Community Development District
Liberty Cove Community Development District
Liberty Fire District
Lincoln Road Business Improvement District
Live Oak Housing Authority
Live Oak Lake Community Development District
Live Oak No. 1 Community Development District
Live Oak No. 2 Community Development District
Live Oak-Suwannee County Recreation Board
Logan Gate Village Special Dependent District
Long Lake Ranch Community Development District
Long Lake Reserve Community Development District
Longboat Key Bayside District
Longboat Key Gulfside District
Longleaf Community Development District
Longleaf Pine Community Development District
Lower Florida Keys Hospital District
Loxahatchee Groves Water Control District
Loxahatchee River Environmental Control District
LT Ranch Community Development District
LTC Ranch West Residential Community Development District
Lucaya Community Development District
Lucerne Park Community Development District
Lynn Haven Community Redevelopment Agency
Lynwood Community Development District
Macclenny Housing Authority
Madeira Community Development District
Madison Community Redevelopment Agency
Madison County Health and Hospital District
Madison County Soil and Water Conservation District
Magic Place Community Development District
Magic Reserve Community Development District
Magnolia Creek Community Development District
Magnolia Park Community Development District
Magnolia West Community Development District

Maitland Downtown Community Redevelopment Agency
Majorca Isles Community Development District
Manatee County Housing Authority
Manatee County Mosquito Control District
Manatee County Port Authority
Manatee River Soil and Water Conservation District
Mandarin Grove Community Development District
Mangrove Point and Mangrove Manor Community Development District
Manors of Inverrary Safe Neighborhood Improvement District
Maple Ridge Community Development District
Margate Community Redevelopment Agency
Marianna Health and Rehabilitation Center
Marianna Housing Authority
Marianna Municipal Airport Development Authority
Marion County Community Redevelopment Agency
Marion County Hospital District
Marion County Housing Finance Authority
Marion County Industrial Development Authority
Marion County Law Library
Marion County Utility Authority
Marion Soil and Water Conservation District
Marsh Harbour Community Development District
Marshall Creek Community Development District
Martin County Community Redevelopment Agency
Martin County Health Facilities Authority
Martin County Industrial Development Authority
Matlacha / Pine Island Fire Control District
Mayfair Community Development District (Brevard County)
McJunkin at Parkland Community Development District
Meadow Pines Community Development District
Meadow Pointe Community Development District
Meadow Pointe II Community Development District
Meadow Pointe III Community Development District
Meadow Pointe IV Community Development District

Meadow Pointe V Community Development District
Meadow View at Twin Creeks Community Development District
Mediterra Community Development District
Mediterranea Community Development District
Melbourne Airport Authority
Melbourne Downtown Community Redevelopment Agency
Melbourne Housing Authority
Melbourne-Tillman Water Control District
Merrick Square Community Development District
Merritt Island Public Library District
Merritt Island Redevelopment Agency
Metropica Improvement District
Miami Beach Health Facilities Authority
Miami Beach Housing Authority
Miami Beach Redevelopment Agency
Miami Beach Visitor and Convention Authority
Miami World Center Community Development District
Miami-Dade County Educational Facilities Authority
Miami-Dade County Health Facilities Authority
Miami-Dade County Housing Finance Authority
Miami-Dade County Industrial Development Authority
Miami-Dade County Library District
Miami-Dade Expressway Authority
Miami-Dade Fire and Rescue Service District
Mid-Bay Bridge Authority
Middle Village Community Development District
Midtown Community Redevelopment Agency
Midtown Improvement District
Midtown Miami Community Development District
Midway Fire District
Millers Creek Special District
Milton Community Redevelopment Agency
Milton Housing Authority
Mira Lago West Community Development District
Mirabella Community Development District

Mirada Community Development District (Lee)
Mirada Community Development District (Pasco)
Mirada II Community Development District
Miromar Lakes Community Development District
Mitchell Ranch Community Development District
Monroe County Comprehensive Plan Land Authority
Monroe County Housing Authority
Monroe County Industrial Development Authority
Montecito Community Development District
Monterey / Congress Community Development District
Monterra Community Development District
Moody River Estates Community Development District
Moore Haven Capital Projects Finance Authority
Moore Haven Mosquito Control District
Moorings Bay System Special Taxing District
Mount Dora Community Redevelopment Agency
Mount Dora Health Facilities Authority
Mt. Plymouth-Sorrento Community Redevelopment Agency
MTERC Community Development District
Municipal Service District of Ponte Vedra Beach
Murdock Village Community Redevelopment Agency
Myakka Ranch Community Development District
Myrtle Creek Improvement District
Naples Heritage Community Development District
Naples Reserve Community Development District
Naranja Lakes Community Redevelopment Agency
Narcoossee Community Development District
Nassau County Housing Finance Authority
Nassau Soil and Water Conservation District
Nature Coast Regional Water Authority
Naturewalk Community Development District
Naval Properties Local Redevelopment Authority
New Port - Tampa Bay Community Development District
New Port Richey Community Redevelopment Agency

New River Community Development District
New River Public Library Cooperative
New River Solid Waste Association
Newfield Community Development District
Niceville Community Redevelopment Agency
Niceville Housing Authority
Normandy Shores Local Government Neighborhood Improvement District
North AR-1 of Pasco Community Development District
North Bay Fire District
North Beach Community Redevelopment Agency
North Boulevard Community Development District
North Brevard County Hospital District
North Brevard County Public Library District
North Brevard Economic Development Zone Dependent Special District
North Brevard Recreation Special District
North Broward Hospital District
North Central Florida Regional Housing Authority
North Collier Fire Control and Rescue District
North Dade Community Development District
North Fort Myers Fire Control and Rescue Service District
North Lake County Hospital District
North Lakes Maintenance District
North Lauderdale Housing Authority
North Lauderdale Water Control District
North Mainland / Ormond Crossings Community Redevelopment Agency
North Miami Beach Community Redevelopment Agency
North Miami Community Redevelopment Agency
North Miami Health Facilities Authority
North Okaloosa County Fire District
North Palm Beach Heights Water Control District
North Park Isle Community Development District
North Pointe Special Dependent Tax District
North Port Fire Rescue District

North Port Road and Drainage District
North Powerline Road Community Development District
North River Fire District
North River Ranch Community Development District
North River Ranch Improvement Stewardship District
North Springs Improvement District
North St. Lucie River Water Control District
North Sumter County Utility Dependent District
Northdale Special District
Northeast Community Redevelopment Agency
Northern Palm Beach County Improvement District
Northern Riverwalk Community Development District
Northwest Florida Regional Housing Authority
Northwest Florida Water Management District
Northwest Focal Point Senior Center District
Northwood Community Development District
NW 79th Street Corridor Community Redevelopment Agency
NW 7th Avenue Corridor Community Redevelopment Agency
Oak Creek Community Development District
Oak Stone East Community Development District
Oakridge Community Development District
Oaks at Shady Creek Community Development District
Oakstead Community Development District
Ocala Community Redevelopment Agency
Ocala Downtown Development District
Ocala Housing Authority

Ocala Preserve Community Development District
Ocean City - Wright Fire Control District
Ocean Highway and Port Authority
Ocoee Community Redevelopment Agency
Okaloosa Gas District
Okaloosa Island Fire Control District
Okeechobee Soil and Water Conservation District
Okeechobee Utility Authority
Old Hickory Community Development District
Old Palm Community Development District
Old Plantation Water Control District
Old Town Floridian Community Development District
Olde Eau Gallie Riverfront Community Redevelopment Agency
Oldsmar Community Redevelopment Agency
Oleta River Community Development District
Olympus Community Development District
Omni Redevelopment District Community Redevelopment Agency
One Daytona Community Development District
Opa-Locka Community Redevelopment Agency
Orange Blossom Groves Community Development District
Orange Blossom Ranch Community Development District
Orange Blossom Trail Community Redevelopment Agency
Orange Blossom Trail Local Government NID
Orange City Community Redevelopment Agency
Orange County Health Facilities Authority
Orange County Housing Finance Authority
Orange County Industrial Development Authority
Orange County Library District
Orange County Research and Development Authority
Orange Hill Soil and Water Conservation District
Orange Soil and Water Conservation District

Orchid Grove Community Development District
Orlandia Heights Special Neighborhood Improvement District
Orlando Community Redevelopment Agency
Ormond Beach Community Redevelopment Agency
Ormond Beach Housing Authority
Osceola Chain of Lakes Community Development District
Osceola County Community Redevelopment Agency - East U.S. 192
Osceola County Health Facilities Authority
Osceola County Housing Finance Authority
Osceola County Library District
Osceola Soil and Water Conservation District
Osceola Village Center Community Development District
Osceola Water District 1
Osceola Water District 2
Osceola Water District 3
Osceola Water District 4
Osceola Water District 5
Osprey Oaks Community Development District
OTC Community Development District
Overoaks Community Development District
Overstreet Fire Control District
Oviedo Community Redevelopment Agency
Pace Fire Rescue District
Pace Property Finance Authority
Pacific Ace Community Development District
Pahokee Housing Authority, Inc.
Pahokee Water Control District
PAL Public Library Cooperative
Palace at Coral Gables Community Development District
Palatka Downtown Redevelopment Agency
Palatka Gas Authority
Palatka Housing Authority
Palermo Community Development District
Palm Aire Special Recreation District

Palm Bay Community Development District
Palm Beach County Educational Facilities Authority
Palm Beach County Health Facilities Authority
Palm Beach County Housing Authority
Palm Beach County Library District
Palm Beach Municipal Services Special District
Palm Beach Plantation Community Development District
Palm Beach Soil and Water Conservation District
Palm Beach Workforce Development Consortium
Palm Coast 145 Community Development District
Palm Coast Park Community Development District
Palm Glades Community Development District
Palm Harbor Special Fire Control and Rescue District
Palm River Community Development District
Palm Springs Community Redevelopment Agency
Palma Sola Trace Community Development District
Pal-Mar Water Control District
Palms of Terra Ceia Bay Community Development District
Panama City Beach Community Redevelopment Agency
Panama City Community Redevelopment Agency
Panama City Downtown Improvement Board
Panama City Housing Authority
Panama City Port Authority
Panama City-Bay County Airport and Industrial District
Panhandle Public Library Cooperative System
Panther Trace Community Development District
Panther Trace II Community Development District
Panther Trails Community Development District
Park Creek Community Development District
Park East Community Development District
Park Place Community Development District
Parker Road Community Development District
Parkland Preserve Community Development District

Parklands Lee Community Development District
Parklands West Community Development District
Parkside Community Redevelopment Agency
Parkview at Long Lake Ranch Community Development District
Parkway Center Community Development District
Parrish Fire District
Parrish Lakes Community Development District
Parrish Plantation Community Development District
Pasco County Educational Facilities Authority
Pasco County Health Facilities Authority
Pasco County Housing Authority
Pasco County Housing Finance Authority
Pasco County Mosquito Control District
Pasco County Road and Bridge District
Paseo Community Development District
PBR Community Development District
Peace Creek Community Development District
Peace River Soil and Water Conservation District
Peace River-Manasota Regional Water Supply Authority
Pebble Ridge Community Development District
Pelican Lake Water Control District
Pelican Marsh Community Development District
Pembroke Harbor Community Development District
Pensacola Downtown Improvement Board
Pensacola-Escambia Promotion and Development Commission
Pentathlon Community Development District
Performing Arts Center Authority
Pier Park Community Development District
Pine Air Lakes Community Development District
Pine Hills Local Government Neighborhood Improvement District
Pine Hollow Special Dependent District
Pine Isle Community Development District
Pine Meadows Special Dependent District
Pine Ridge Plantation Community Development District
Pine Tree Water Control District (Broward County)
Pine Tree Water Control District (Palm Beach County)

Pinellas County Community Redevelopment Agency
Pinellas County Construction Licensing Board
Pinellas County Educational Facilities Authority
Pinellas County Emergency Medical Services Authority
Pinellas County Health Facilities Authority
Pinellas County Housing Authority
Pinellas County Industrial Development Authority
Pinellas County License Board
Pinellas Park Water Management District
Pinellas Planning Council
Pinellas Suncoast Fire and Rescue District
Pinellas Suncoast Transit Authority
Piney-Z Community Development District
Pioneer Community Development District
Plant City Community Redevelopment Agency
Plant City Housing Authority
Plantation Acres Improvement District
Plantation Gateway
Plantation Midtown Development District
Poinciana Community Development District
Poinciana West Community Development District
Poitras East Community Development District
Polk County Industrial Development Authority
Polk Regional Water Cooperative
Polk Soil and Water Conservation District
Polk Transit Authority
Pollard Road Community Development District
Pompano Beach Community Redevelopment Agency
Pompano Beach Emergency Medical Services District
Ponce De Leon Inlet and Port District
Ponte Vedra Zoning and Adjustment Board

Port Labelle Community Development District
Port Malabar Holiday Park, Mobile Home Park Recreation District
Port Manatee Improvement District
Port of Palm Beach District
Port of The Islands Community Improvement District
Port Orange Town Center
Port Richey Community Redevelopment Agency
Port St. Joe Port Authority
Port St. Joe Redevelopment Agency
Portico Community Development District
Portofino Isles Community Development District
Portofino Landings Community Development District
Portofino Shores Community Development District
Portofino Springs Community Development District
Portofino Vineyards Community Development District
Portofino Vista Community Development District
Preserve at Savannah Lakes Community Development District
Preserve at South Branch Community Development District, The
Preserve at Wilderness Lake Community Development District, The
Preston Cove Community Development District
Principal One Community Development District
Prosperity Lakes Community Development District
Punta Gorda Housing Authority
Punta Gorda Isles Canal Maintenance Assessment District
Putnam County Development Authority
Putnam County Port Authority
Putnam County Solid Waste Disposal District
Putnam Soil and Water Conservation District
Quail Roost Community Development District
Quantum Park Overlay Dependent District
Quarry Community Development District
Quincy Community Redevelopment Agency

Quincy-Gadsden Airport Authority
Rainbow Lakes Estates Municipal Service District
Ranches at Lake McLeod Community Development District
Randal Park Community Development District
Ranger Drainage District
Recreation and Water Conservation and Control District No. 1
Reedy Creek Improvement District
Remington Community Development District
Renaissance Commons Community Development District
Renaissance Community Development District
Renew Arlington Community Redevelopment Agency
Reserve at Pradera Community Development District
Reserve Community Development District
Reserve Community Development District 2
Reunion East Community Development District
Reunion West Community Development District
Rhodine Road North Community Development District
Ridge at Apopka Community Development District
Ridge at Heath Brook Community Development District
Ridge Water Control District
Ridgewood Trails Community Development District
Ritta Drainage District
River Bend Community Development District
River Glen Community Development District
River Hall Community Development District
River Landing Community Development District
River Place on the St. Lucie Community Development District
River Ridge Community Development District
Riverbend West Community Development District
Rivercrest Community Development District
RiverPark Community Development District
Rivers Edge Community Development District
Rivers Edge II Community Development District
Rivers Edge III Community Development District

Riverside Park Community Development District
Riverwood Community Development District
Riverwood Estates Community Development District
Riviera Beach Community Redevelopment Agency
Riviera Beach Housing Authority
Rivington Community Development District
Rolling Hills Community Development District
Rolling Oaks Community Development District
Rupert J. Smith Law Library of St. Lucie County
Rustic Oaks Community Development District
Ryals Creek Community Development District
Sabal Palm Community Development District
Saddle Creek Preserve of Polk County Community Development District
Safety Harbor Community Redevelopment Agency
Sail Harbour Community Development District
Sampson Creek Community Development District
San Carlos Estates Water Control District
San Carlos Park Fire Protection and Rescue Service District
San Simeon Community Development District
Sanctuary Cove Community Development District
Sandmine Road Community Development District
Sandridge Community Development District
Sanford Airport Authority
Sanford Housing Authority
Sanibel Fire and Rescue District
Sanibel Public Library District
Santa Fe Soil and Water Conservation District
Santa Rosa Bay Bridge Authority
Santa Rosa County Health Facilities Authority
Santa Rosa County Housing Finance Authority
Santa Rosa Island Authority
Sarasota Bay Estuary Program
Sarasota County Health Facilities Authority
Sarasota County Law Library
Sarasota County Mental Health Care District
Sarasota County Mosquito Control District
Sarasota County Public Hospital District
Sarasota Housing Authority

Sarasota National Community Development District
Sarasota Soil and Water Conservation District
Sarasota-Manatee Airport Authority
Satellite Beach Community Redevelopment Agency
Sausalito Bay Community Development District
Sawyer's Landing Community Development District
Scenic Highway Community Development District
Scenic Terrace North Community Development District
Scenic Terrace South Community Development District
Sebastian Inlet Tax District
Sebastian River Improvement District
Sebring Airport Authority
Sebring Community Redevelopment Agency
Sebring Regional Airport and Industrial Park CRA
Seminole County Housing Authority
Seminole County Industrial Development Authority
Seminole County Port Authority
Seminole Improvement District
Seminole Soil and Water Conservation District
Seven Oaks Community Development District
Shawano Water Control District
Shell Point Community Development District
Sherwood Manor Community Development District
Shingle Creek at Bronson Community Development District
Shingle Creek Community Development District
Siena North Community Development District
Silver Oaks Community Development District
Silver Palms Community Development District
Silver Palms West Community Development District
Silverado Community Development District
Silverleaf Community Development District
Simmons Village North Community Development District

Six Mile Creek Community Development District
Solid Waste Authority of Palm Beach County
Solid Waste Disposal District
Solterra Community Development District
Solterra Resort Community Development District
Somerset Bay Community Development District
Somerset Community Development District
Sonoma Bay Community Development District
South Bay Community Development District (Hillsborough County)
South Brevard Recreation Special District
South Broward Drainage District
South Broward Hospital District
South Central Regional Wastewater Treatment and Disposal Board
South Creek Community Development District
South Dade Soil and Water Conservation District
South Dade Venture Community Development District
South Florida Conservancy District
South Florida Regional Transportation Authority
South Florida Water Management District
South Fork Community Development District
South Fork East Community Development District
South Fork III Community Development District
South Indian River Water Control District
South Kendall Community Development District
South Pointe Special Dependent Tax District
South Seminole and North Orange County Wastewater Transmission Authority
South Shore Corporate Park Industrial Community Development District
South Shore Drainage District
South Trail Fire Protection and Rescue Service District
South Village Community Development District
South Walton County Mosquito Control District

South Walton Fire District
Southaven Community Development District
Southbay Community Development District (Manatee County)
Southeast Overtown / Park West Community Redevelopment Agency
Southeast Volusia Hospital District
Southern Grove Community Development District No. 1
Southern Grove Community Development District No. 2
Southern Grove Community Development District No. 3
Southern Grove Community Development District No. 4
Southern Grove Community Development District No. 5
Southern Grove Community Development District No. 6
Southern Hills Plantation I Community Development District
Southern Hills Plantation II Community Development District
Southern Hills Plantation III Community Development District
Southern Manatee Fire and Rescue District
Southshore Bay Community Development District
Southwest County Improvement District
Southwest Deltona Community Redevelopment Agency
Southwest Florida Water Management District
Space Florida
Spencer Creek Community Development District
Spicewood Community Development District
Spring Hill Community Redevelopment Agency

Spring Lake Community Development District
Spring Lake Improvement District
Spring Ridge Community Development District
Springfield Community Redevelopment Agency
St. Armands Special Business Neighborhood Improvement District
St. Augustine Community Redevelopment Agency
St. Augustine Lakes Community Development District
St. Augustine Port, Waterway and Beach District
St. Johns County Airport Authority
St. Johns County Community Redevelopment Agency
St. Johns County Industrial Development Authority
St. Johns Forest Community Development District
St. Johns Improvement District
St. Johns River Water Management District
St. Johns Soil and Water Conservation District
St. Joseph Fire Control District
St. Lucie County Erosion District
St. Lucie County Fire District
St. Lucie County Housing Finance Authority
St. Lucie County Mosquito Control District
St. Lucie County Sustainability District
St. Lucie County Water and Sewer District
St. Lucie Soil and Water Conservation District
St. Lucie West Services District
St. Petersburg Community Redevelopment Agency
St. Petersburg Housing Authority
State Road 100 Corridor Community Redevelopment Agency
State Road Community Development District
Steeplechase Neighborhood Improvement District
Stellar North Community Development District
Sterling Hill Community Development District
Stevens Plantation Community Development District

Stevens Plantation Improvement Project Dependent Special District
Stillwater Community Development District
Stonebrier Community Development District
Stonegate Community Development District
StoneLake Ranch Community Development District
Stonewater Community Development District
Stoneybrook at Venice Community Development District
Stoneybrook Community Development District
Stoneybrook North Community Development District
Stoneybrook South at ChampionsGate Community Development District
Stoneybrook South Community Development District
Stoneybrook West Community Development District
Storey Creek Community Development District
Storey Drive Community Development District
Storey Park Community Development District
Sugarfoot Oaks / Cedar Ridge Preservation and Enhancement District
Sugarland Drainage District
Sugarwood Groves Special District
Summer Woods Community Development District
Summerstone Community Development District
Summerville Community Development District
Summit at Fern Hill Community Development District
Summit View Community Development District
Sumter County Industrial Development Authority
Sumter Landing Community Development District
Sumter Soil and Water Conservation District
Sunbridge Stewardship District
Suncoast Community Development District
Sun'n Lake of Sebring Improvement District
Sunny Hills Units 12-15 Dependent District
Sunnyland Farms Community Development District
Sunrise Key Neighborhood Improvement District
Sunrise Lakes Phase IV Recreation District
Sunshine Water Control District
Suwannee County Conservation District
Suwannee County Development Authority

Suwannee River Water Management District
Suwannee Valley Transit Authority
Suwannee Water and Sewer District
Sweetwater Creek Community Development District
SWI Community Development District
Talavera Community Development District
Talis Park Community Development District
Tallahassee Downtown Improvement Authority
Tallahassee Housing Authority
Tamarac Village Community Development District
Tamarindo Community Development District
Tampa Bay Area Regional Transit Authority
Tampa Bay Estuary Program
Tampa Bay Water, A Regional Water Supply Authority
Tampa Palms Community Development District
Tampa Palms Open Space and Transportation CDD
Tampa Port Authority
Tampa Shores Special Dependent District
Tampa Sports Authority
Tampa-Hillsborough County Expressway Authority
Tapestry Community Development District (New)
Tara Community Development District
Tara Oaks Community Development District
Tarawood Special Dependent Tax District
Tavares Greater Downtown TIF District
Taylor Coastal Water and Sewer District
Taylor County Development Authority
Taylor Soil and Water Conservation District
Tern Bay Community Development District
Terra Bella Community Development District
Terracina Community Development District

Tesoro Community Development District
The Children's Trust
Thousand Oaks Community Development District
Three Islands Safe Neighborhood District
Three Rivers Community Development District
Three Rivers Regional Library System
Tice Fire Protection and Rescue Service District
Timber Creek Community Development District
Timber Creek Southwest Community Development District
Tindall Hammock Irrigation and Soil Conservation District
Tison's Landing Community Development District
Titusville Community Redevelopment Agency
Titusville-Cocoa Airport District
Tohopekaliga Water Authority
Tohoqua Community Development District
Tolomato Community Development District
Tomoka Community Development District
Tomoka North Community Development District
Tomoka Town Center Community Development District
Toscana Isles Community Development District
Touchstone Community Development District
Town Center at Palm Coast Community Development District
Town of Davie Neighborhood Improvement District
Town of Eatonville Community Redevelopment Agency
Town of Jupiter Community Redevelopment Agency
Town of Kindred Community Development District
Town of Kindred Community Development District II
Town of Lake Placid Community Redevelopment Agency
Town of Marineland Community Redevelopment Agency
Towne of Seahaven Community Development District
Towne Park Community Development District

Tradition Community Development District No. 1
Tradition Community Development District No. 10
Tradition Community Development District No. 2
Tradition Community Development District No. 3
Tradition Community Development District No. 4
Tradition Community Development District No. 5
Tradition Community Development District No. 6
Tradition Community Development District No. 7
Tradition Community Development District No. 8
Tradition Community Development District No. 9
Trailer Estates Fire Control District
Trailer Estates Park and Recreation District
Trails at Monterey Community Development District
Trails Community Development District
Treasure Coast Education, Research and Development Authority
Tree Island Estates Community Development District
Treeline Preserve Community Development District
Trevesta Community Development District
Tri-County Airport Authority
Tri-Par Estates Park and Recreation District
Triple Creek Community Development District
Troup-Indiantown Water Control District
Trout Creek Community Development District
TSR Community Development District
Tuckers Pointe Community Development District
Tupelo Fire Control District
Tupelo Soil and Water Conservation District
Turnbull Creek Community Development District
Turtle Run Community Development District
Twelve Oaks Special District
Twin Creeks North Community Development District
Twin Lakes Water Control District
Two Creeks Community Development District
Two Lakes Community Development District
Two Rivers North Community Development District
Two Rivers West Community Development District
U.S. Highway 17-92 Corridor Redevelopment Agency
U.S. Highway 441 / 27 Community Redevelopment Agency

Union County Housing Authority
Union County Special Library District
Union Park Community Development District
Union Park East Community Development District
Union Soil and Water Conservation District
University Park Recreation District
University Place Community Development District
University Square Community Development District
University Village Community Development District
Upper Captiva Fire Protection and Rescue Service District
Urban Orlando Community Development District
Utopia of Marion Community Development District
Valencia Acres Community Development District
Valencia Water Control District
Valparaiso Cable Authority
Valrico Manor Special Dependent Tax District
Varrea South Community Development District
Vasari Community Development District
V-Dana Community Development District
Venetian Community Development District
Venetian Isles Community Development District
Venetian Parc Community Development District
Venice Housing Authority
Ventana Community Development District
Veranda Community Development District
Veranda Community Development District II
Verandah East Community Development District
Verandah West Community Development District
Verandahs Community Development District, The
Verano 1 Community Development District
Verano 2 Community Development District
Verano 3 Community Development District
Verano 4 Community Development District
Verano 5 Community Development District
Verano Center Community Development District
Vero Lakes Water Control District
Verona Community Development District
Verona Walk Community Development District
Viera East Community Development District

Viera Stewardship District
Vilano Beach Street Lighting District
Villa Portofino East Community Development District
Villa Portofino West Community Development District
Village at Gulfstream Park Community Development District, The
Village Center Community Development District
Village Community Development District No. 1
Village Community Development District No. 10
Village Community Development District No. 11
Village Community Development District No. 12
Village Community Development District No. 13
Village Community Development District No. 14
Village Community Development District No. 2
Village Community Development District No. 3
Village Community Development District No. 4
Village Community Development District No. 5
Village Community Development District No. 6
Village Community Development District No. 7
Village Community Development District No. 8
Village Community Development District No. 9
Village Estates West Special District
Villages of Bloomingdale Community Development District
Villages of Glen Creek Community Development District
Villages of Westport Community Development District
Villagewalk of Bonita Springs Community Development District
VillaMar Community Development District
VillaSol Community Development District
Vine Street Community Redevelopment Agency
Vista Community Development District
Vista Lakes Community Development District
Vizcaya in Kendall Community Development District
Volusia County Educational Facilities Authority
Volusia County Industrial Development Authority
Volusia County Unified Fire District
Volusia Growth Management Commission
Volusia Soil and Water Conservation District
W192 Development Authority

Wakulla County Industrial Development Authority (2016)
Wakulla Soil and Water Conservation District
Walden Lake Community Association Local Government NID
Walkabout Community Development District
Walkers Green Community Development District
Walnut Creek Community Development District
Walton / Okaloosa / Santa Rosa Regional Utility Authority
Water Cooperative of Central Florida
Water Street Tampa Improvement District
Waterchase Community Development District
Waterford Estates Community Development District
Waterford Landing Community Development District
Waterford Special Dependent District
WaterGrass Community Development District I
WaterGrass Community Development District II
Waterleaf Community Development District (Hillsborough County)
Waterlefe Community Development District (Manatee County)
Water's Edge Community Development District (Manatee County)
Waters Edge Community Development District (Pasco County)
Waterset Central Community Development District
Waterset North Community Development District
Waterstone Community Development District
Wauchula Community Redevelopment Agency
Wentworth Estates Community Development District
Wesbridge Community Development District
West Atlantic Avenue Neighborhood Improvement District
West Coast Inland Navigation District
West Lakeland Water Control District
West Manatee Fire and Rescue District
West Orange Healthcare District
West Palm Beach Community Redevelopment Agency

West Palm Beach Downtown Development Authority
West Palm Beach Golf Commission
West Palm Beach Housing Authority
West Perrine Community Redevelopment Agency
West Port Community Development District
West Villages Improvement District
West Volusia Hospital Authority
Westchase Community Development District
Westchester Special Dependent District
Westgate / Belvedere Homes Community Redevelopment Agency
Westridge Community Development District
Westside Community Development District
Westside Haines City Community Development District
Westview North Community Development District
Westwood / OCC Community Development District
WildBlue Community Development District
Wildcat Preserve Community Development District
Wilderness Coast Public Libraries
Wildwood Community Redevelopment Agency
Wildwood Utility Dependent District
Wilford Preserve Community Development District
Williams Community Development District Number Five
Williams Community Development District Number Four
Williams Community Development District Number One
Williams Community Development District Number Seven
Williams Community Development District Number Six
Williams Community Development District Number Three
Williams Community Development District Number Two
Williston Community Redevelopment Agency
Willow Creek Community Development District
Willow Hammock Community Development District

Willow Walk Community Development District
Willows Community Development District
Wilton Drive Improvement District
Wind Meadows South Community Development District
Windemere Special Dependent District
Windermere / Tree Gardens Safe Neighborhood Improvement District
Windermere Water and Navigation Control District
Winding Cypress Community Development District
Windsor at Westside Community Development District
Windward at Lakewood Ranch Community Development District
Windward Community Development District
Winston Trails Community Development District (East)
Winter Garden Community Redevelopment Agency
Winter Garden Village at Fowler Groves Community Development District
Winter Haven Housing Authority
Winter Park Community Redevelopment Agency
Winter Park Housing Authority
Wiregrass Community Development District
Wiregrass II Community Development District
Withlacoochee Regional Water Supply Authority
Woodlands Community Development District, The
World Commerce Community Development District
Wyld Palms Community Development District
Wyndam Park Community Development District
Wynnfield Lakes Community Development District
Wynnmere East Community Development District
Wynnmere West Community Development District
Wynwood Business Improvement District
Xentury City Community Development District
Yellow River Soil and Water Conservation District
Zephyr Lakes Community Development District
Zephyr Ridge Community Development District
Zephyrhills Community Redevelopment Agency

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into this 29th day of March 2022, among CVS (defined below), the State of Florida and its Office of the Attorney General (“Plaintiff” or “State”) (with CVS, the “Settling Parties”), and State Outside Litigation Counsel (defined below) in the lawsuit captioned *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma, L.P., et al.* (Case No. 2018-CA-001438) (Fla. Cir. Ct. Pasco County) (the “Florida AG Action”). This Settlement Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof (the “Settlement”).

WHEREAS, Plaintiff filed an amended complaint in the Florida AG Action asserting various claims against CVS for public nuisance, negligence, conspiracy, fraud, and violations of the Florida Deceptive and Unfair Trade Practices Act and Racketeer Influenced and Corrupt Organization Act, all based on allegations that CVS historically, among other acts, distributed and dispensed prescription opioid pain medication improperly in a fashion that has caused harm to the health of Florida residents and to the State. The action seeks damages, equitable abatement, civil penalties, attorneys’ fees and reimbursed litigation costs, and other relief;

WHEREAS, Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens;

WHEREAS, numerous Litigating Subdivisions (defined below) have filed Actions (defined below) in various forums against CVS, among others, raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct (defined below) and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action;

WHEREAS, there are numerous Subdivisions (defined below) that are not Litigating Subdivisions (“Non-Litigating Subdivisions”) that could seek to file additional Actions raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action and the Actions filed by Litigating Subdivisions;

WHEREAS, CVS (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiff in the Florida AG Action and by the Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against CVS arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Florida AG Action or in other Actions already brought by Litigating Subdivisions or that could be brought by such plaintiffs or by Non-Litigating Subdivisions, and contends that the factual allegations made in the Florida AG Action and the Litigating Subdivisions’ Actions relating to CVS are false and materially inaccurate; (iii) denies that Plaintiff, or any Litigating Subdivision, or any other Subdivision, or any Florida resident, was harmed by any conduct of CVS alleged in the Florida AG Action, the Litigating Subdivisions’ Actions, or otherwise; (iv) denies liability, expressly denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that CVS would be able to successfully defend against Plaintiff’s Claims and allegations at trial, that the facts do not support the allegations, that CVS engaged in no misconduct or unlawful activity, and caused no harm to Plaintiff or to the Litigating Subdivisions, other Subdivisions, or any Florida residents;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Florida AG Action and any other Actions;

WHEREAS, the Parties have each considered the costs and delays and uncertainty associated with the continued prosecution and defense of the Florida AG Action and the other Actions;

WHEREAS, the Parties believe the Settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, Plaintiff has concluded that the terms of the Settlement are fair, reasonable and adequate and in the best interest of Plaintiff and all Subdivisions and Florida citizens and residents;

WHEREAS, given the unique facts and circumstances associated with the Florida AG Action, including without limitation the imminent trial date and the 2012 regulatory findings against certain CVS pharmacies in the State of Florida, the Settlement reflects a substantial premium for the State of Florida;

WHEREAS, the Settlement is predicated, as well, on the portion of CVS's total pharmacy business that was located in Florida as reflected in the ARCOS data available to the parties;

WHEREAS, in the years following the 2012 regulatory findings against certain CVS retail pharmacies in Florida, CVS has put in place innovative, comprehensive and industry-leading policies, procedures and controls relating to the dispensing of prescription opioid medications and other controlled substances. The Settlement will permit the State and CVS to continue to work in partnership to further the public health in this respect and other respects. To the extent CVS's existing practices, policies, procedures or conduct are referenced or impacted by any provision of this Settlement, any such reference or impact does not reflect a contention or conclusion by any Party that CVS's current conduct is in any respect improper or contrary to law;

WHEREAS, Plaintiff has determined that continuation or commencement of Actions against CVS by Litigating Subdivisions or other Subdivisions would unduly interfere with

Plaintiff's litigation authority to bring and resolve litigation in which the State has an interest and frustrate Plaintiff's efforts to obtain a favorable settlement;

WHEREAS, the Parties agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be a concession as to any Claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by CVS, or evidence of the truth of any of the Claims, allegations, denials, or defenses made in the Florida AG Action or the Litigating Subdivisions' Actions;

WHEREAS, arm's-length settlement negotiations have taken place over the course of several weeks between CVS and Plaintiff; and

WHEREAS, Plaintiff views prompt settlement on the terms enclosed herein to be in the public interest and crucial to the State of Florida and its citizens; recognizes that Subdivisions may, notwithstanding their willingness to sign on to this settlement, wish to reserve the right to challenge the Attorney General's authority to bind them in other litigation that does not arise out of or relate to the Covered Conduct; and represents that Plaintiff shall not use those Subdivisions' acceptance of the terms of this Settlement as precedent in any litigation matter that does not arise out of or relate to the Covered Conduct.

NOW, THEREFORE, IT IS HEREBY AGREED by and between Plaintiff and CVS, by and through their respective counsel, as follows:

A. Definitions. As used in this Agreement, the following capitalized terms have the meanings specified below.

(a) "Actions" means the Florida AG Action and any lawsuit by a Subdivision asserting any Released Claim against any Releasee.

(b) "Agreement," "Settlement" or "Settlement Agreement" means this Settlement Agreement, together with any exhibits attached hereto, which are incorporated herein by reference.

(c) “Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

(d) “Bar” means either: (1) a law barring all Subdivisions in the State of Florida from maintaining Released Claims against Releasees (either through a direct bar or through a grant of authority to release Claims and the exercise of such authority in full) or (2) a ruling by the Florida Supreme Court (or a District Court of Appeal if a decision is not subject to further review by the Florida Supreme Court) setting forth the general principle that Subdivisions in the State of Florida may not maintain any Released Claims against Releasees, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Releasee (apart from the payments by CVS contemplated under this Agreement) shall not constitute a Bar.

(e) “Claim” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative or regulatory remedy whatsoever.

(f) “Claim-Over” means a Claim asserted by any entity that is not a Releasor against a Releasee on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) asserted by a Releasor.

(g) “Consent Judgment” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit H, which provides for the release set forth below and the dismissal with prejudice of any Released Claims that the State of Florida Office of the Attorney General has brought against Releasees, on the terms and conditions specified herein.

(h) “Court” means the Sixth Judicial Circuit Court in and for Pasco County, State of Florida.

(i) “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction,

agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date of the Release (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) in any line of business arising from or relating in any way to any Product, including without limitation: (1) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, and any other act or failure to act relating to, any Product; and any system, plan, policy or advocacy relating to any Product; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders, prescriptions, or conduct related to any Product; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to any Product; and (5) controls against diversion, corresponding responsibility, and suspicious order monitoring.

(j) “CVS” means CVS Health Corporation and CVS Pharmacy, Inc.

(k) “Effective Date of the Agreement” means 3 business days after the Initial Participation Date, provided that either a Bar exists or a mutually sufficient number of Subdivisions have become Participating Subdivisions by the Initial Participation Date. The Parties may alter the Effective Date of the Agreement by mutual written agreement.

(l) “Effective Date of the Release” means the date on which the Court enters the Consent Judgment.

(m) “Execution Date” means the date on which this Agreement is executed by the last party to do so.

(n) “Initial Participation Date” means the date by which Litigating Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 30 days after the Execution Date. The Parties may alter the Initial Participation Date by mutual written agreement.

(o) “Litigating Subdivision” means a Subdivision (or Subdivision official) that has brought any Released Claim against any Releasees on or before March 22, 2022, including, but not limited to, the agreed list of Litigating Subdivisions set forth in Exhibit A.

(p) “Litigation Costs” means attorneys’ fees and investigative and litigation costs and expenses incurred in connection with Claims asserted against any Releasee in the Florida AG Action or any Litigating Subdivision’s Action.

(q) “Non-Joining Subdivision” means any Litigating Subdivision or Principal Subdivision that does not execute a subdivision settlement participation form attached as Exhibit D by the Post-Effective Date Sign-on Deadline.

(r) “Non-Litigating Subdivision” means a Subdivision that is not a Litigating Subdivision.

(s) “Non-Participating Subdivision” means a Subdivision that is not or is not yet a Participating Subdivision.

(t) “Opioid Remediation” means care, treatment and other programs and expenditures (including reimbursement for past such programs or expenditures, except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit C provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.¹ CVS denies that Opioid Remediation comprises cognizable abatement.

(u) “Participating Subdivision” means any Subdivision that executes a subdivision settlement participation form attached as Exhibit D.

(v) “Parties” and “Settling Parties” means CVS and Plaintiff, with each being a “Party” and “Settling Party.”

(w) “Post-Effective Date Sign-on Deadline” means the deadline for Subdivisions to execute a subdivision settlement participation form attached as Exhibit D, which shall be 150 days after the Effective Date of the Agreement.

(x) “Principal Subdivision” means: (1) a County, regardless of population; or (2) a Subdivision that is not a County, but is a General Purpose Government entity (including a municipality, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government) with a population of more than 10,000, including, but not limited to, the agreed list of Principal Subdivisions attached hereto as Exhibit B.

(y) “Product” means any chemical substance, whether licit or illicit, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) a benzodiazepine, a muscle relaxer, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone,

¹ Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person.

meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, chlordiazepoxide, clobazam, clorazepate, flurazepam, lorazepam, temazepam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this definition prohibits a Releasor from taking administrative or regulatory action related to a benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Execution Date.

(z) “Qualified Settlement Fund” means the Florida Qualified Settlement Fund contemplated by this Agreement, into which all payments by CVS shall be made and which shall be established under the authority and jurisdiction of the Court and which shall be a “qualified settlement fund” within the meaning of 26 C.F.R. § 1.468B-1.

(aa) “Qualified Settlement Fund Administrator” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement as Exhibit E.

(bb) “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the Release. Without limiting the foregoing, Released Claims include any Claims that have been asserted against the Releasees by Plaintiff or any Litigating Subdivision in any federal, state or local Action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those Actions or in any comparable Action or proceeding brought by Plaintiff, any of its Subdivisions, or any Releasor (whether or not such State, Subdivision, or Releasor has brought such Action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such Claims relate to Covered Conduct. The Parties intend that this term, “Released Claims,” be interpreted broadly. This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Releasees may assert as a defense or otherwise argue that the Remediation Payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released

Claims is also used herein to describe Claims brought or maintained by any Subdivision in the future that would have been Released Claims if they had been brought by a Releasor against a Releasee.

(cc) “Releasees” means: (i) CVS Health Corporation; (ii) CVS Pharmacy, Inc.; (iii) all of their respective past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such); and (iv) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims.

(dd) “Releasors” means with respect to Released Claims: (1) the State; (2) without limitation, all of the State of Florida’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind, including without limitation the Florida Attorney General, Florida Board of Pharmacy, Florida Department of Health, and Florida Department of Business and Professional Regulation, and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing (3) each Participating Subdivision; and (4) without limitation and to the maximum extent of the power of each of the State, the Florida Attorney General and/or Participating Subdivisions to release Claims, (a) every Subdivision, and every Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other special districts in the State of Florida; and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Florida or any Subdivision in the State of Florida, whether or not any of them participates in this Agreement. Nothing in this definition shall be construed to limit the definition of “Subdivision” in subsection A(gg) below. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide a subdivision settlement participation form (attached as Exhibit D) providing for a release to the fullest extent of the Participating Subdivision’s authority, an executed copy of which shall be attached as an exhibit to and deemed to be a part of this Agreement.

(ee) “State Outside Litigation Counsel” means Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.; Drake Martin Law Firm, LLC; Harrison Rivard Duncan & Buzzett, Chartered; Newsome Melton, P.A.; and Curry Law Group, P.A.

(ff) “State-Subdivision Agreement” means a separate agreement among Plaintiff and all Participating Subdivisions providing for an allocation of, among other things, the Remediation Payment (defined below). The State-Subdivision Agreement is attached hereto as Exhibit I.

(gg) “Subdivision” means (1) any General Purpose Government entity (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed or could file a lawsuit that includes a Released Claim against a Releasee in a direct, parens patriae, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State.

B. Release and Dismissals in the Florida AG Action and other Actions.

1. It is the intention of the Settling Parties to fully and finally resolve all Released Claims that have been or could be brought against the Releasees by Plaintiff or any Subdivision with respect to the Covered Conduct, and that the release of such Claims does not affect Plaintiff’s or the Subdivisions’ Claims as to any other defendant. Plaintiff represents and warrants that it will use its best efforts to obtain a consensual release of any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Regardless whether such consensual release is obtained, Plaintiff represents and warrants under this Agreement that it is exercising its authority under law to release any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Plaintiff further represents and warrants that

it will use all available authority to bind, and under this Agreement is exercising such authority to bind, Plaintiff and all Subdivisions, including all Litigating Subdivisions and Non-Litigating Subdivisions, regardless of whether they become Participating Subdivisions or Non-Joining Subdivisions, to the terms of this Agreement.

2. In addition to the general release and dismissal to be provided by Plaintiff set forth in Sections D & E, Plaintiff will deliver to CVS signed agreements from: (a) each Subdivision that executes a signed agreement by the Initial Participation Date; and (b) each Subdivision that executes a signed agreement by the Post-Effective Date Sign-on Deadline (i.e., within 150 days following the Effective Date of the Agreement). Such agreements shall include: (a) the Subdivision's acceptance of the terms and conditions of this Agreement by signing the subdivision settlement participation form attached as Exhibit D; (b) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to implement an immediate cessation of any and all litigation activities relating to such Litigating Subdivision's Action as to all Releasees; (c) in the case of a Litigating Subdivision, an agreement that Plaintiff may represent that the Litigating Subdivision supports the Consent Judgment to be entered in accordance with Section F below; and (d) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to file, within the later of seven (7) days of the Effective Date of the Release, or seven (7) days of signing the subdivision settlement participation form, a notice or stipulation of voluntary dismissal with prejudice of any and all Released Claims asserted by the Litigating Subdivision against the Releasees, with each party to bear its own costs.

3. Between the Execution Date and the Initial Participation Date, Plaintiff agrees to furnish to CVS a report listing the Subdivisions that have executed the signed agreements described in Section B.2 and copies of such signed agreements on a weekly basis. Plaintiff further agrees to furnish to CVS no later than noon Eastern Time on the day after the Initial Participation

Date a final report listing the Subdivisions that have executed the signed agreements described in Section B.2 by the Initial Participation Date and copies of all such signed agreements. After the Initial Participation Date, the parties shall confer and establish a schedule for the regular provision of such reports and copies of signed agreements.

4. Plaintiff represents and warrants that, if any Action remains pending against one or more Releasees after the Effective Date of the Agreement or is filed by a Subdivision against any Releasee on or after the Execution Date, Plaintiff will seek to obtain dismissal of such Action as to such Releasees as soon as reasonably possible. Depending on facts and circumstances, Plaintiff may seek dismissal, among other ways, by intervening in such Action to move to dismiss or otherwise terminate the Subdivision's Claims in the Action or by commencing a declaratory judgment or other action that establishes a Bar to the Subdivision's Claims and Action. For avoidance of doubt, Plaintiff will seek dismissal of an Action under this subsection regardless whether the Subdivision in such Action is a Participating Subdivision.

5. In the event that the actions required of Plaintiff in Section B.4 fail to secure the prompt dismissal or termination of any Action by any Subdivision against any Releasee, Plaintiff shall seek enactment of a legislative Bar as defined in Section A(d)(1) and will endeavor to achieve enactment as soon as is practicable. Participating Subdivisions agree not to oppose any effort by Plaintiff to achieve enactment of a legislative Bar.

6. Plaintiff further represents and warrants that no portion of the Remediation Payment or the Litigation Costs Payments will be distributed to or used for the benefit of any Subdivision unless and until Plaintiff has delivered to CVS a signed agreement from such Subdivision providing for the Subdivision's acceptance of the terms and conditions of this Agreement, including its express agreement to be bound by the irrevocable releases set forth in Section D below.

C. Settlement Consideration.

1. Remediation Payment and Litigation Costs Payments.

(a) The settlement sum is four hundred eighty-four million dollars (\$484,000,000), consisting of (a) four hundred forty million dollars (\$440,000,000) to be spent on Opioid Remediation, reflecting a substantial premium based on facts and circumstances unique to Florida and the Florida AG Action, to be paid in equal installments over eighteen (18) years (the “Remediation Payments”); (b) twenty-two million dollars (\$22,000,000) to be available to reimburse the State’s Litigation Costs in accordance with subsection C.1(c) below (the “State Litigation Cost Payment”); and (c) twenty-two million dollars (\$22,000,000) to be available for counsel for the Litigating Subdivisions in accordance with subsection C.1(b) below (the “Litigating Subdivision Litigation Cost Payment”). The State Litigation Cost Payment and the Litigating Subdivision Cost Payment shall collectively be referred to herein as the “Litigation Costs Payments.” The sum shall be paid on the schedule set forth in Exhibit K. On or before the later of (a) seven (7) days after the Effective Date of the Release, or (b) seven (7) days after (i) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (ii) CVS has received a W-9 and wire instructions for the Qualified Settlement Fund, and on the schedule set forth in Exhibit K, CVS Pharmacy, Inc. shall make the first payment into the Qualified Settlement Fund. The Qualified Settlement Fund Administrator shall allocate each of the Remediation Payment, the State Litigation Cost Payment, and the Litigating Subdivision Litigation Cost Payment into separate sub-funds within the Qualified Settlement Fund. Release of the Remediation Payment and the Litigation Costs Payments from the Qualified Settlement Fund shall be subject to the conditions specified below.

(b) An agreement on the handling of Litigating Subdivision Litigation Costs is attached as Exhibit G and incorporated herein by reference. The Litigating Subdivision Litigation Cost Payment is to be available to counsel for Litigating Subdivisions that become Participating Subdivisions and who waive any other right(s) they may have to compensation in connection with this Settlement for reasonable Litigation Costs incurred in connection with their Claims against Releasees.

- (1) The Qualified Settlement Fund Administrator shall allow eligible counsel reimbursement for reasonable Litigation Costs as provided in Exhibit G. Such Litigation Costs shall be divided among Participating Subdivisions as provided in Exhibit G under the jurisdiction and authority of the Court. Any amount remaining in the Litigation Subdivision Litigation Costs Payment sub-fund after such allocation shall be returned to CVS.
- (2) No funds may be used to compensate Litigation Costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions, or Litigation Costs arising out of representation of any such Subdivision.

- (3) No attorney for any Litigating Subdivision may receive any share of the Litigating Subdivision Litigation Cost Payment unless the following eligibility requirements are met and certified by the attorney:
- i. The attorney must represent that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to the litigation of any Released Claims against any Releasees.
 - ii. The attorney must represent that s/he will not charge or accept any referral fees for any Released Claims asserted or maintained against Releasees by any Subdivision or any Releasor.
 - iii. The attorney may not have, and must represent that s/he does not have, a claim for fees, costs or expenses related to the litigation of any Released Claims against any Releasees by any Subdivision or any Releasor after March 22, 2022.
 - iv. Notwithstanding the foregoing, nothing in this subsection C.1(b)(3) is intended to operate as a “restriction” on the right of any attorney to practice law within the meaning of Rule 5.6(b) of the Florida Rules of Professional Conduct or any equivalent provision of any other jurisdiction’s rules of professional conduct.

(c) Plaintiff shall file in the Court a motion for the State’s Litigation Costs up to \$22,000,000. CVS shall not oppose the motion so long as the State does not seek more than \$22,000,000 in Litigation Costs. If any amount of the \$22,000,000 is not awarded by the Court, that amount shall be returned to CVS. As set forth in Section C.2 below, in the event the Court awards the State Litigation Costs in excess of \$22,000,000, the Releasees shall have no obligation to pay any amount in excess of \$22,000,000.

2. No Other Payments by Releasees as to Covered Conduct, Released Claims, the Florida AG Action, Other Actions, Plaintiff, Subdivisions or State Outside Litigation Counsel or Litigation Costs. Other than the Remediation Payments and the Litigation Costs Payments by CVS Pharmacy, Inc. referenced in Section C.1(a), none of the Releasees shall have any obligation to make any further or additional payments in connection with Claims for Covered Conduct or Litigation Costs or this Settlement.

3. Apportionment of the Remediation Payment.

(a) It is the intent of the Parties that the Remediation Payment in Section C.1(a) be used exclusively for Opioid Remediation.

(b) In accordance with the State-Subdivision Agreement in Exhibit I, the Remediation Payment shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund to be allocated to the Abatement Accounts Sub-Fund or to another Participating Subdivision.

(c) A detailed mechanism consistent with the foregoing for a Qualified Settlement Fund Administrator to follow in allocating, apportioning and distributing payments will be filed with the Court and later attached as Exhibit J.

(d) CVS shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Payment by the Qualified Settlement Fund Administrator. Plaintiff specifically represents, however, that any such apportionment and use by the Qualified Settlement Fund Administrator shall be made in accordance with all applicable laws.

4. Release of the State Sub-Fund. Within a reasonable period after the Effective Date of the Agreement or otherwise as ordered by the Court, the Qualified Settlement Fund Administrator shall release the State Sub-Fund to Plaintiff.

5. Subdivision Payments to Subdivisions that Become Participating Subdivisions Prior to the Initial Participation Date. A Participating Subdivision that (a) completes a subdivision settlement participation form prior to the Initial Participation Date, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Effective Date of the Agreement.

6. Subdivision Payments to Subdivisions that Become Participating Subdivisions After the Initial Participation Date. A Participating Subdivision that (a) completes a subdivision settlement participation form after the Initial Participation Date and by no later than the Post-

Effective Date Sign-on Deadline, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

7. Reversion to CVS of Amounts Forfeited by Non-Joining Subdivisions. Any Litigating Subdivision or Principal Subdivision that does not sign a participation agreement by the Post-Effective Date Sign-on Deadline will be deemed a Non-Joining Subdivision. At CVS's request to the Qualified Settlement Fund Administrator, any Non-Joining Subdivision's share of the Remediation Payment (and to the extent any such subdivision is a Litigating Subdivision the Litigation Cost Payments) shall be returned to CVS within a reasonable time after the Post-Effective Date Sign-on Deadline.

8. Agreement Null and Void if the Agreement Does Not Become Effective. In the event that the Effective Date of the Agreement does not occur and the Parties fail to agree to extend the Effective Date of the Agreement, the Agreement shall be null and void.

9. Use of Evidence at Trial in the Florida AG Action. Plaintiff agrees that none of the Releasees will be a defendant in any trial of the Florida AG Action, that no Releasee will be subpoenaed or called to testify by Plaintiff in any trial of the Florida AG Action and that any evidence that references the Releasees or the Products will be used solely against other defendants in the Florida AG Action.

10. Verdict Form. Plaintiff agrees that it will not seek to have any of the Releasees included on the verdict form in any trial related to the Florida AG Action and will oppose the efforts of any other party in the Florida AG Action to include any of the Releasees on the verdict form.

11. Injunctive Relief. As part of the Consent Judgment to be entered in accordance with Section F below, the Parties agree to the entry of injunctive relief terms attached in Exhibit E.

D. Settlement of Claims and General Release.

1. Scope. On the Effective Date of the Release, Plaintiff and each Releasor shall be deemed to have fully, finally and forever released all Releasees from all Released Claims. Plaintiff, on behalf of itself and all other Releasors (whether or not they have signed this Agreement or the subdivision settlement participation form in Exhibit D), hereby absolutely, unconditionally and irrevocably covenants not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever against Releasees. For the avoidance of doubt, Plaintiff agrees that this Settlement Agreement and the releases contained herein shall fully and completely resolve any past, present or future liability that any Releasee may have arising from, relating to or based on the Covered Conduct occurring prior to the Effective Date of the Release, whether in the Actions or otherwise. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any and all Released Claims. This Settlement Agreement is, will constitute, and may be pleaded as a complete bar to any Released Claim asserted against Releasees, whether against Plaintiff, any Participating Subdivision, or any other Subdivision, including any Non-Joining Subdivision.

2. General Release. In connection with the releases provided pursuant to this Settlement Agreement, Plaintiff, on behalf of itself and all other Releasors referenced in Section D.1, 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 that he, she, or it knows or believes to be true with respect to the Released Claims, but Plaintiff, on behalf of itself and all other Releasors, hereby expressly waives and fully, finally and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims against the Releasees that may exist as of this date but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

3. Claim-Over and Non-Party Settlement.

(a) Statement of Intent. It is the intent of the Parties that:

- (1) The Remediation Payment and Litigation Cost Payments made under this Agreement shall be the sole payments made by the Releasees to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee);
- (2) Claims by Releasors against non-Parties should not result in additional payments by Releasees, whether through contribution, indemnification or any other means; and
- (3) The Settlement effects a good faith “release and covenant not to sue” within the meaning of Florida Statute § 768.31(5) and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine, including, but not limited to, Fla. Stat. § 768.31(5), that reduces or discharges a released party’s liability to any other parties, such that Releasees are discharged from all liability for contribution to any other alleged tortfeasor in the Florida AG Action and in any other Action, whenever filed.

(4) The provisions of this Section D.3 are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

(b) No Releasee shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Releasee shall be relieved of this prohibition with respect to any person or entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against CVS arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Releasee from recovering amounts owed pursuant to insurance contracts.

(c) To the extent that, on or after the Effective Date of the Agreement, any Releasor settles any Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) (“Non-Party Covered Conduct Claims”) it may have against any entity that is not a Releasee (a “Non-Released Entity”) that is, as of the Effective Date of the Agreement, a defendant in the Florida AG Action or any other Action and provides a release to such Non-Released Entity (a “Non-Party Settlement”), including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on seeking contribution or indemnity of any kind from Releasees substantially equivalent to that required from CVS in subsection D.3(b) (except limited to such claims against Releasees), or a release from such Non-Released Entity in favor of the Releasees (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to seek to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

(d) Claim-Over. In the event that any Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in subsection D.3(b), or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection D.3(c), and such Non-Released Entity asserts a Claim-Over against a Releasee, CVS and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that Releasees are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by CVS under this Settlement Agreement).

(e) In no event shall a Releasor be required to reduce the amount of a settlement or judgment against a Non-Released Entity in order to prevent additional payments by Releasees, whether through contribution, indemnification, or any other means.

4. Cooperation. Releasors, including Plaintiff and Participating Subdivisions, agree that they will not publicly or privately encourage any other Releasor to bring or maintain any Released Claim. Plaintiff further agrees that it will cooperate in good faith with the Releasees to secure the prompt dismissal of any and all Released Claims.

E. Cessation of Litigation Activities. It is the Parties' intent that all litigation activities in the Florida AG Action relating to Released Claims against the Releasees shall immediately cease as of the Execution Date. Within seven (7) days after the Execution Date, Plaintiff agrees to take all steps reasonably necessary to implement the prompt cessation of such litigation activities, including by, for example, jointly requesting a severance of CVS from any trial in the Florida AG Action and/or a stay of further proceedings against CVS pending the implementation of this Settlement.

F. Entry of Consent Judgment Providing for Dismissal of All Claims Against CVS in the Florida AG Action with Prejudice. As soon as practicable following the Effective Date of the Agreement, Plaintiff shall file in the Court a Consent Judgment substantially in the form of Exhibit H, including a dismissal of the Florida AG Action with prejudice. Notwithstanding the foregoing, the Consent Judgment shall provide that the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms set forth in Exhibit E. The parties shall confer and agree as to the final form and time of filing prior to filing of the Consent Judgment.

G. No Admission of Liability. The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between CVS and Plaintiff and between CVS and all Releasors. CVS is entering into this Settlement Agreement solely for the purposes of settlement, to resolve the Florida AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. CVS denies the allegations in the Florida AG Action, and the other Actions and denies any civil or criminal liability in the Florida

AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by CVS of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in the Florida AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct or any Product; (iv) the legal viability of the claims and theories in the Florida AG Action and the other Actions, including but not limited to the legal viability of the relief sought, or (v) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Releasee from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

H. Miscellaneous Provisions.

1. Use of Agreement as Evidence. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Florida AG Action or the other Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Releasees; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Releasees may file or use this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction; on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; to support a claim for contribution and/or indemnification; or to support

any other argument or defense by a Releasee that the Remediation Payments provide a measure of compensation for asserted harms or otherwise satisfy the relief sought.

2. Voluntary Settlement. This Settlement Agreement was negotiated in good faith and at arm's-length over several weeks, and the exchange of the Remediation Payment and Litigation Costs Payment for the releases set forth herein is agreed to represent appropriate and fair consideration.

3. Authorization to Enter Settlement Agreement. Each party specifically represents and warrants that this Settlement Agreement constitutes a legal, valid and binding obligation of such Party. Each signatory to this Settlement Agreement on behalf of a Party specifically represents and warrants that he or she has full authority to enter into this Settlement Agreement on behalf of such Party. Plaintiff specifically represents and warrants that it has concluded that the terms of this Settlement Agreement are fair, reasonable, adequate and in the public interest, and that it has satisfied all conditions and taken all actions required by law in order to validly enter into this Settlement Agreement. Plaintiff specifically represents and warrants that, other than the Claims asserted in the Florida AG Action and the other Actions (whether filed previously or in the future), it has no interest (financial or otherwise) in any other Claim against any Releasee related to the Covered Conduct. In addition, Plaintiff specifically represents and warrants that (i) it is the owner and holder of the Claims asserted in the Florida AG Action; (ii) it has not sold, assigned or otherwise transferred the Claims asserted in the Florida AG Action, or any portion thereof or rights related thereto, to any third party; and (iii) it believes in good faith that it has the power and authority to bind all persons and entities with an interest in the Florida AG Action and all Subdivisions.

4. Representation With Respect to Participation Rate. The State of Florida represents and warrants for itself that it has a good-faith belief that all Litigating Subdivisions and

all Principal Subdivisions will become Participating Subdivisions. The State acknowledges the materiality of the foregoing representation and warranty. State Outside Litigation Counsel, in good faith, believe this is a fair Settlement. Therefore, State Outside Litigation Counsel will, in their best efforts, recommend this Settlement to all Subdivisions within Florida.

5. Dispute Resolution. If either Plaintiff or CVS believes the other is not in compliance with any term of this Settlement Agreement, then that party shall (i) provide written notice to the other party specifying the reason(s) why it believes the other is not in compliance with the Settlement Agreement; and (ii) allow the other party at least thirty (30) days to attempt to cure such alleged non-compliance (the “Cure Period”). In the event the alleged non-compliance is cured within the Cure Period, the other party shall not have any liability for such alleged non-compliance. A party may not commence a proceeding to enforce compliance with this Agreement before the expiration of the Cure Period.

6. No Third-Party Beneficiaries. Except as to Releasees, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

7. Notices. All notices under this Agreement shall be in writing and delivered to the persons specified in this subsection (“Notice Designees”) via: (i) e-mail; and (ii) either hand delivery or registered or certified mail, return receipt requested, postage pre-paid.

Notices to Plaintiff shall be delivered to:

Attorney General
Florida State Capitol, PL-01
Tallahassee FL 32399-1050

and

David C. Frederick
Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.
1615 M Street, NW

Washington D.C. 20036
dfrederick@kellogghansen.com

Notices to CVS shall be delivered to:

Eric R. Delinsky
Zuckerman Spaeder LLP
1800 M Street, N.W., Suite 1000
Washington, D.C. 20036
edelinsky@zuckerman.com

and

Elizabeth Ferguson
Senior Vice President and Deputy General Counsel
One CVS Drive
Woonsocket, Rhode Island 02895
betsy.ferguson@cvshealth.com

8. Taxes. Each of the Parties acknowledges, agrees and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Payments by CVS (\$440,000,000.00 to be paid out over eighteen (18) years) constitutes restitution for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. The Parties acknowledge, agree and understand that only the Litigation Costs Payments (\$44,000,000.00) represent reimbursement to Plaintiff or any other person or entity for the fees and costs of any investigation or litigation, that no portion of the Remediation Payment represents reimbursement to Plaintiff or any other person or entity for the fees and costs of any investigation or litigation, and no portion of the Remediation Payment represents or should properly be characterized as the payment of fines, penalties or other punitive assessments. Plaintiff acknowledges, agrees and understands that CVS intends to allocate the cost of the Remediation Payment among the Releasees using a reasonable basis. Plaintiff shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Payment as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to

CVS. CVS makes no warranty or representation to Plaintiff as to the tax consequences of the Remediation Payment or the Litigation Costs Payments or any portion thereof.

9. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10. Choice of Law. Any dispute arising from or in connection with this Settlement Agreement shall be governed by Florida law without regard to its choice-of-law provisions.

11. Jurisdiction. The Parties agree to submit and consent to the jurisdiction of the Court for the resolution of any disputes arising under the Settlement Agreement.

12. No Conflict Intended. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

13. No Party Deemed to be the Drafter. None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

14. Amendment; Waiver. This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.

15. Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

16. Severability. In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.

17. Statements to the Press. Any press release or other public statement concerning this Settlement Agreement will describe it positively and will not disparage any other Party. No Party or attorney, agent, or representative of any Party shall state or suggest that this Settlement Agreement may be used to predict the value of any Claim or any future settlement agreement in any action or proceeding.

18. Integrated Agreement. This Agreement constitutes the entire agreement between the Settling Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

19. Bankruptcy. The following provisions shall apply if, (i) within ninety (90) days of CVS's payment pursuant to Section C.1(a) above, a case is commenced with respect to CVS under the Bankruptcy Code, and (ii) a court of competent jurisdiction enters a final order determining such payment to be an avoidable preference under Section 547 of the Bankruptcy Code, and (iii) pursuant to such final order such payment is returned to CVS:

(a) this Agreement, including all releases and covenants not to sue with respect to the Released Claims contained in this Agreement, shall immediately and automatically be deemed null and void as to CVS; and

(b) the State and Subdivisions may assert any and all Released Claims against CVS in its bankruptcy case and seek to exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against CVS.

20. Most Favored Nations. If, after execution of this Agreement, there is a collective resolution—through settlement, bankruptcy or other mechanism—of substantially all claims

against CVS brought by states, counties, and municipalities nationwide (a “Global Resolution”) under which, but for this Agreement, the Florida allocation of the Remediation Payment, the Litigation Cost Payments, the payment period or the terms of injunctive relief would be more favorable to the State, CVS shall pay the excess amounts that the State would have received, adjust the payment period and/or agree to modify the terms of the consent judgment to reflect changes to the injunctive relief that would apply to Florida, if requested to do so by the Florida Attorney General’s Office. Any reduction in the payment period under this subsection shall be subject to a reduction in net present value calculated at eight percent (8%) per annum. Additionally, if at any time within the ten months following the Execution Date CVS enters into a settlement with the attorney general of any state with a smaller population than Florida for a total settlement amount that exceeds \$484,000,000.00 (\$440,000,000 Remediation Payment plus \$44,000,000 Litigation Costs), CVS shall pay the excess amount to Florida.

21. Warranty of Equitable Treatment. The State warrants that it shall not after the Execution Date settle claims in the Florida AG Action against another pharmacy defendant that is more favorable to that defendant based on a comparison of its and CVS’s shares of dispensing of opioid pain medication in Florida during the relevant period. In the event that a dispute arises as to compliance with this provision, the Parties shall meet and confer in good faith to resolve the dispute, including by conferring on what actions, if any, are appropriate and warranted to address any inequitable treatment. Nothing in this subsection shall result in any reduction of remediation payments for Participating Subdivisions or any reduction of payments of Subdivision Litigation Costs.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

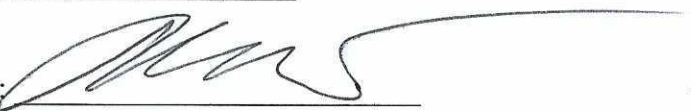
CVS HEALTH CORPORATION

By: 

Name: Thomas S. Moffatt
Vice President, Assistant Secretary, and
Senior Legal Counsel

Date: 3/29/2022

CVS PHARMACY, INC.

By: 

Name: Thomas S. Moffatt
Vice President, Secretary, and Senior Legal
Counsel

Date: 3/29/2022

PLAINTIFF

**STATE OF FLORIDA,
including the OFFICE
OF THE ATTORNEY
GENERAL**

By: 

Name: John Guard

Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: March 29, 2022

STATE OUTSIDE LITIGATION COUNSEL

**Kellogg, Hansen, Todd, Figel & Frederick,
P.L.L.C.**

By: 

Name: David C. Frederick

Date: 3.29.2022

Drake Martin Law Firm, LLC

By: 

Name: Drake Martin

Date: 3-29-2022

EXHIBIT A
LITIGATING SUBDIVISIONS

Counties

Alachua County
Bay County
Bradford County
Brevard County
Broward County
Clay County
Dixie County
Escambia County
Gilchrist County
Gulf County
Hamilton County
Hernando County
Hillsborough County
Jackson County
Lake County
Lee County
Leon County
Levy County
Manatee County
Marion County
Miami-Dade County
Monroe County
Okaloosa County
Orange County
Osceola County
Palm Beach County
Pasco County
Pinellas County
Putnam County
Santa Rosa County
Sarasota County
Seminole County
St. Johns County
St. Lucie County
Suwannee County
Taylor County
Union County

Volusia County
Walton County

Cities

Apopka
Bradenton
Clearwater
Coconut Creek
Coral Springs
Daytona Beach
Daytona Beach Shores
Deerfield Beach
Delray Beach
Deltona
Eatonville (Town)
Florida City
Fort Lauderdale
Fort Pierce
Hallandale Beach
Homestead
Lauderhill
Miami
Miami Gardens
Miramar
New Port Richey
Niceville
North Miami
Ocala
Ocoee
Orlando
Ormond Beach
Oviedo
Palatka
Palm Bay
Panama City
Pembroke Pines
Pensacola
Pinellas Park
Pompano Beach
Port St. Lucie
Sanford
St. Augustine
St. Petersburg

Sweetwater
Tallahassee
Tampa

Other

Baptist Hospital Inc. (FL)
Florida Health Sciences Center (FL)
Lee Memorial Health System (FL)
Sarasota County Public Hospital District (FL)
Transitions Recovery Hospital (FL)
West Boca Medical Center (FL)
West Volusia Hospital Authority (FL)
Big Bend Community (FL)
Broward Behavioral Health Coalition (FL)
South Florida Behavioral Health (FL)
Miami-Dade County School Board (FL)

EXHIBIT B**PRINCIPAL SUBDIVISIONS**

<u>County</u>	<u>Principal Subdivisions</u>	<u>Regional % by County for Abatement Fund</u>	<u>City/County Fund % (Principal Subdivisions Only)</u>
Alachua		1.24106016444867%	
	Alachua County		0.846347404896564%
	Alachua		0.013113332456932%
	Gainesville		0.381597611347118%
Baker		0.19317380413017%	
	Baker County		0.193173804130173%
Bay		0.83965637331199%	
	Bay County		0.539446037057239%
	Callaway		0.024953825526948%
	Lynn Haven		0.039205632014689%
	Panama City		0.155153855595736%
	Panama City Beach		0.080897023117378%
Bradford		0.18948420408137%	
	Bradford County		0.189484204081366%
Brevard		3.87879918044396%	
	Brevard County		2.387076812679440%
	Cape Canaveral		0.045560750208993%
	Cocoa		0.149245411423089%
	Cocoa Beach		0.084363286155357%
	Melbourne		0.383104682233196%
	Palm Bay		0.404817397481049%
	Rockledge		0.096603243797586%
	Satellite Beach		0.035975416223927%
	Titusville		0.240056418923581%
	West Melbourne		0.051997577065795%
Broward		9.05796267257777%	
	Broward County		4.062623697836280%
	Coconut Creek		0.101131719448042%
	Cooper City		0.073935445072532%
	Coral Springs		0.323406517663960%
	Dania Beach		0.017807041180440%
	Davie		0.266922227152987%
	Deerfield Beach		0.202423224724969%
	Fort Lauderdale		0.830581264530524%
	Hallandale Beach		0.154950491813518%
	Hollywood		0.520164608455721%
	Lauderdale Lakes		0.062625150434726%
	Lauderhill		0.144382838130419%
	Lighthouse Point		0.029131861802689%
	Margate		0.143683775129045%
	Miramar		0.279280208418825%
	North Lauderdale		0.066069624496039%

	Oakland Park		0.100430840698613%
	Parkland		0.045804060448432%
	Pembroke Pines		0.462832363602822%
	Plantation		0.213918725664437%
	Pompano Beach		0.335472163492860%
	Sunrise		0.286071106146452%
	Tamarac		0.134492458472026%
	Weston		0.138637811282768%
	West Park		0.029553115351569%
	Wilton Manors		0.031630331127078%
Calhoun		0.04712774078090%	
	Calhoun County		0.047127740780902%
Charlotte		0.73734623337592%	
	Charlotte County		0.690225755587238%
	Punta Gorda		0.047120477788680%
Citrus		0.96964577660634%	
	Citrus County		0.969645776606338%
Clay		1.19342946145639%	
	Clay County		1.193429461456390%
Collier		1.55133337642709%	
	Collier County		1.354822227370880%
	Marco Island		0.062094952002516%
	Naples		0.134416197053695%
Columbia		0.44678115079207%	
	Columbia County		0.342123248620213%
	Lake City		0.104659717919908%
DeSoto		0.11364040780249%	
	DeSoto County		0.113640407802487%
Dixie		0.10374458089993%	
	Dixie County		0.103744580899928%
Duval		5.43497515693510%	
	Jacksonville		5.295636466902910%
	Atlantic Beach		0.038891507601085%
	Jacksonville Beach		0.100447182431112%
Escambia		1.34163444924367%	
	Escambia County		1.010997622822650%
	Pensacola		0.330636826421023%
Flagler		0.38986471224388%	
	Flagler County		0.305009358365478%
	Palm Coast		0.084857169626457%
Franklin		0.04991128255001%	
	Franklin County		0.049911282550008%
Gadsden		0.12365607407671%	
	Gadsden County		0.123656074076710%
Gilchrist		0.06433376935497%	

	Gilchrist County		0.064333769354966%
Glades		0.04061283675771%	
	Glades County		0.040612836757713%
Gulf		0.05991423858784%	
	Gulf County		0.059914238587842%
Hamilton		0.04794119590977%	
	Hamilton County		0.047941195909773%
Hardee		0.06711004813185%	
	Hardee County		0.067110048131850%
Hendry		0.14446091529681%	
	Hendry County		0.144460915296806%
Hernando		1.51007594910967%	
	Hernando County		1.510075949109670%
Highlands		0.35718851023682%	
	Highlands County		0.293187022776017%
	Avon Park		0.025829016089707%
	Sebring		0.038172471371100%
Hillsborough		8.71098411365711%	
	Hillsborough County		6.523111204400210%
	Plant City		0.104218491142418%
	Tampa		1.975671881252980%
	Temple Terrace		0.107980721113446%
Holmes		0.08161242785125%	
	Holmes County		0.081612427851251%
Indian River		0.75307605878085%	
	Indian River County		0.654117789755259%
	Sebastian		0.038315915467486%
	Vero Beach		0.060642353558104%
Jackson		0.15893605879538%	
	Jackson County		0.158936058795375%
Jefferson		0.04082164778410%	
	Jefferson County		0.040821647784097%
Lafayette		0.03191177207568%	
	Lafayette County		0.031911772075683%
Lake		1.13921122451870%	
	Lake County		0.781548804039386%
	Clermont		0.075909163208877%
	Eustis		0.041929254097962%
	Fruitland Park		0.008381493024259%
	Groveland		0.026154034991644%
	Lady Lake		0.025048244425835%
	Leesburg		0.091339390184647%
	Minneola		0.016058475802978%
	Mount Dora		0.041021380070204%
	Tavares		0.031820984672908%

Lee		3.32537188335925%	
	Lee County		2.150386790650790%
	Bonita Springs		0.017374893143227%
	Cape Coral		0.714429677167259%
	Estero		0.012080171813344%
	Fort Myers		0.431100350584635%
Leon		0.89719924493933%	
	Leon County		0.471201146390692%
	Tallahassee		0.425998098548636%
Levy		0.25119240174806%	
	Levy County		0.251192401748057%
Liberty		0.01939945222513%	
	Liberty County		0.019399452225127%
Madison		0.06354028745471%	
	Madison County		0.063540287454706%
Manatee		2.72132334623483%	
	Manatee County		2.288523455470230%
	Bradenton		0.379930754632155%
	Palmetto		0.052869136132442%
Marion		1.70117616896044%	
	Marion County		1.332181664866660%
	Ocala		0.368994504093786%
Martin		0.86948729811605%	
	Martin County		0.788263440348682%
	Stuart		0.081223857767371%
Miami-Dade		5.23211978417292%	
	Miami-Dade County		4.322006939062770%
	Aventura		0.024619727884733%
	Coral Gables		0.071780152130635%
	Cutler Bay		0.009414653667847%
	Doral		0.013977628531358%
	Florida City		0.003929278792135%
	Hialeah		0.098015895784777%
	Hialeah Gardens		0.005452691410713%
	Homestead		0.024935668046393%
	Key Biscayne		0.013683477346364%
	Miami		0.292793005447970%
	Miami Beach		0.181409572478489%
	Miami Gardens		0.040683650931878%
	Miami Lakes		0.007836768607605%
	Miami Shores		0.006287935516250%
	Miami Springs		0.006169911892641%
	North Bay Village		0.005160355973775%
	North Miami		0.030379280716828%
	North Miami Beach		0.030391990953217%

	Opa-locka		0.007847663095938%
	Palmetto Bay		0.007404620570392%
	Pinecrest		0.008296152865650%
	South Miami		0.007833137111493%
	Sunny Isles Beach		0.007693324511219%
	Sweetwater		0.004116300841853%
Monroe		0.47638873858530%	
	Monroe County		0.388301353168081%
	Key West		0.088087385417219%
Nassau		0.47693346300195%	
	Nassau County		0.393774017807404%
	Fernandina Beach		0.083159445194550%
Okaloosa		0.81921286595494%	
	Okaloosa County		0.634511342251804%
	Crestview		0.070440130065665%
	Destin		0.014678507280787%
	Fort Walton Beach		0.077837487643835%
	Niceville		0.021745398712853%
Okeechobee		0.35349527869191%	
	Okeechobee County		0.353495278691906%
Orange		4.67102821454589%	
	Orange County		3.130743665036610%
	Apopka		0.097215150892295%
	Eatonville		0.008325204834538%
	Maitland		0.046728276208689%
	Ocoee		0.066599822928250%
	Orlando		1.160248481489900%
	Winter Garden		0.056264584996256%
	Winter Park		0.104903028159347%
Osceola		1.07345209294015%	
	Osceola County		0.837248691390376%
	Kissimmee		0.162366006872243%
	St. Cloud		0.073837394677534%
Palm Beach		8.60159437205259%	
	Palm Beach County		5.964262083621730%
	Belle Glade		0.020828445944817%
	Boca Raton		0.472069073961229%
	Boynton Beach		0.306498271771001%
	Delray Beach		0.351846579457498%
	Greenacres		0.076424835656644%
	Jupiter		0.125466374888059%
	Lake Worth		0.117146617297688%
	Lantana		0.024507151505292%
	North Palm Beach		0.044349646255964%
	Palm Beach Gardens		0.233675880256500%

	Palm Springs		0.038021764282493%
	Riviera Beach		0.163617057282493%
	Royal Palm Beach		0.049295743959188%
	Wellington		0.050183644758335%
	West Palm Beach		0.549265602541466%
Pasco		4.69208726049375%	
	Pasco County		4.429535538910390%
	New Port Richey		0.149879107494464%
	Zephyrhills		0.112672614088898%
Pinellas		7.93488981677650%	
	Pinellas County		4.793536735851510%
	Clearwater		0.633863120195985%
	Dunedin		0.102440873796068%
	Gulfport		0.047893986460330%
	Largo		0.374192990776726%
	Oldsmar		0.039421706033295%
	Pinellas Park		0.251666311990547%
	Safety Harbor		0.038061710739714%
	Seminole		0.095248695748172%
	St. Petersburg		1.456593090134460%
	Tarpon Springs		0.101970595049690%
Polk		2.15048302529773%	
	Polk County		1.601687701502640%
	Auburndale		0.028636162583534%
	Bartow		0.043971970660417%
	Haines City		0.047984773863106%
	Lakeland		0.294875668467647%
	Lake Wales		0.036293172133642%
	Winter Haven		0.097033576086743%
Putnam		0.38489319406788%	
	Putnam County		0.337937949352250%
	Palatka		0.046955244715628%
Santa Rosa		0.70126731951283%	
	Santa Rosa County		0.654635277951081%
	Milton		0.046632041561747%
Sarasota		2.80504385757853%	
	Sarasota County		1.968804722107020%
	North Port		0.209611771276754%
	Sarasota		0.484279979634570%
	Venice		0.142347384560186%
Seminole		2.14114826454432%	
	Seminole County		1.508694164839420%
	Altamonte Springs		0.081305566429869%
	Casselberry		0.080034542791008%
	Lake Mary		0.079767627826847%

	Longwood		0.061710013414747%
	Oviedo		0.103130858057164%
	Sanford		0.164243490361646%
	Winter Springs		0.062262000823623%
St. Johns		0.71033334955402%	
	St. Johns County		0.663822963111989%
	St. Augustine		0.046510386442027%
St. Lucie		1.50662784355224%	
	St. Lucie County		0.956289133909966%
	Fort Pierce		0.159535255653695%
	Port St. Lucie		0.390803453988581%
Sumter		0.32639887045945%	
	Sumter County		0.312364953738371%
	Wildwood		0.014033916721079%
Suwannee		0.19101487969217%	
	Suwannee County		0.191014879692165%
Taylor		0.09218189728241%	
	Taylor County		0.092181897282406%
Union		0.06515630322411%	
	Union County		0.065156303224115%
Volusia		3.13032967447995%	
	Volusia County		1.784428217305820%
	Daytona Beach		0.447556475211771%
	DeBary		0.035283616214775%
	DeLand		0.098983689498367%
	Deltona		0.199329190038370%
	Edgewater		0.058042202342606%
	Holly Hill		0.031615805142634%
	New Smyrna Beach		0.104065968305755%
	Orange City		0.033562287058147%
	Ormond Beach		0.114644516477187%
	Port Orange		0.177596501561906%
	South Daytona		0.045221205322611%
Wakulla		0.11512932120801%	
	Wakulla County		0.115129321208010%
Walton		0.26855821615101%	
	Walton County		0.268558216151006%
Washington		0.12012444410873%	
	Washington County		0.120124444108733%

EXHIBIT C

OPIOID REMEDIATION

Schedule A Core Strategies

Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹

- A. **NALOXONE OR OTHER FDA-APPROVED MEDICATION TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT D

SUBDIVISION SETTLEMENT PARTICIPATION FORM

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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 _____ (“*CVS Settlement*”),¹ 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 Release.
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.

¹ _____
The defined terms in the CVS 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 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 any 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, 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 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: _____

Name: _____

Title: _____

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

EXHIBIT E

draft

Qualified Settlement Fund Administrator Terms

I. Definitions

- A. This Qualified Settlement Fund Administrator Terms document incorporates all defined terms in the Settlement Agreement and the Escrow Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Settlement Agreement and Escrow Agreement to the greatest extent feasible.
- B. *Settlement Fund Administrator*. Wilmington Trust, National Association (“Wilmington Trust” or “Settlement Fund Administrator”) shall serve as the Settlement Fund Administrator and is intended to serve as an “administrator” as defined in *Treas. Reg. § 1.468B-2(k)(3)*. In the event that Wilmington Trust becomes unable to continue to serve as the Settlement Fund Administrator, the Parties shall meet and confer and agree upon a replacement.

II. Establishment of the Settlement Fund Administrator

- A. *Selection of the Settlement Fund Administrator*.
 - i. Wilmington Trust is selected as the Settlement Fund Administrator.
 - ii. The Qualified Settlement Fund (“QSF”) is being established pursuant to order of the Court to resolve or satisfy one or more contested claims that have resulted or may result from an event (or a related series of events) that has occurred and that is alleged to have given rise to at least one claim asserting liability arising out of a tort, breach of contract or violation of law. The QSF is subject to the continuing jurisdiction of the Court and is intended to qualify as a “qualified settlement fund” as defined in *Treas. Reg. § 1.468B-1(a)*. The purpose of the QSF includes, but is not necessarily limited to, (i) receiving, holding, and investing the payment to be made by CVS under the Settlement Agreement, and (ii) distributing amounts in accordance with the Settlement Agreement and the Escrow Agreement. The duties of the Settlement Fund Administrator shall be to serve these purposes and are subject to the terms of the Escrow Agreement. The Settlement Fund Administrator shall manage the QSF in a manner designed to preserve principal and accrue income by investing in instruments/securities comprised of (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities including SEC registered money market funds and collateralized money market accounts; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts, and certificates of deposit subject to Federal Depository Insurance Corporation protections as available. The

Settlement Fund Administrator shall hold and distribute the funds deposited in the QSF as provided in the Settlement Agreement and subject to the procedural and security requirements set forth in sections 1.3 to 1.5 of the Escrow Agreement.

- iii. The term of the Settlement Fund Administrator shall continue until all funds are distributed pursuant to the terms of the Settlement Agreement unless the Settlement Fund Administrator is removed pursuant to the Escrow Agreement.

B. Governance of the Settlement Fund Administrator.

- i. The Settlement Fund Administrator will administer and disburse funds from the Abatement Accounts Sub-Fund, State Sub-Fund, Subdivision Sub-Fund and State and Subdivision Litigation Costs Sub-Funds as provided in the Settlement Agreement and subject to the procedural and security requirements set forth in sections 1.3 to 1.5 of the Escrow Agreement. The Settlement Fund Administrator will also perform other duties as described in these terms and in the Settlement Agreement.
- ii. All parties to the Settlement Agreement are entitled to rely upon information received from the Settlement Fund Administrator, whether in oral, written, or other form. On CVS' request, the State will instruct the Settlement Fund Administrator to promptly provide statements setting forth the activity in the QSF to CVS. The State shall also notify CVS regarding any payments or expenses paid from the QSF upon receipt of a request for such information from CVS. No Party to the Settlement Agreement shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any other party for or in connection with any action taken or not taken by the Settlement Fund Administrator, except as between the State and the Settlement Fund Administrator to the extent provided for in the Escrow Agreement.

C. Removal of the Settlement Fund Administrator.

- i. The Settlement Fund Administrator may be removed pursuant to the Escrow Agreement or for failure to perform its duties.
- ii. The terms of this Exhibit E shall apply to any replacement Settlement Fund Administrator.

D. Funding of the Settlement Fund Administrator.

- i. The costs and fees associated with or arising out of the duties of the Settlement Fund Administrator shall be paid out of the State Sub-Fund.
- ii. The costs and fees associated with the Settlement Fund Administrator shall be established in the Escrow Agreement.

III. Calculation and Allocation of Annual Payments

A. General Principles.

- i. This Section is intended to implement the relevant provisions of the Settlement Agreement and the exhibits therein, including the Florida Opioid Allocation and Statewide Response Agreement. To the extent this Section III conflicts with the Settlement Agreement and the exhibits therein, the Settlement Agreement shall control.
- ii. With respect to the payment instructions to be provided by the State as described in the following subsection III.B, the Settlement Fund Administrator is entitled to rely upon the State's instructions, provided in written form and copied to CVS, for the purpose for which it was submitted, provided that neither CVS nor any Participation Subdivision has objected to those instructions pursuant to the procedures described in the following subsection III.B.

B. *Payments*

- i. The State shall calculate the distributions due to Participating Subdivisions and shall provide those calculations to the Participating Subdivisions and CVS in advance of the payment date. Notice as to CVS shall be made in accordance with subsection H.7 of the Agreement and notice as to Participating Subdivisions shall be made as instructed by each Participating Subdivision.
- ii. Objections to distributions proposed to be made by the State may be made within seven (7) calendar days of receipt of notice by sending a written objection by email to the following addresses: john.guard@myfloridalegal.com; greg.slemp@myfloridalegal.com; sabrina.donovan@myfloridalegal.com. In the event the email address to which objections are to be sent changes, the State shall notify CVS and the Participating Subdivision of such change, and any deadline to provide an objection shall be suspended until the State has confirmed CVS and the Participating Subdivisions' receipt of such notice.
- iii. In connection with the notice, the State shall request from each Participating Subdivision: (i) a completed W-9, and (ii) instructions concerning how the subdivision wishes to be paid (check or wire), and, if applicable, wiring instructions or the address where the payment should be mailed. Any costs for the form of payment to the Participating Subdivision shall be deducted from the calculated settlement payment.
- iv. In the absence of any timely objection, the State's proposed calculations shall be final, and the State shall provide the final calculations to the Settlement Fund Administrator along with the W-9s, payment instructions, and other required information under the Escrow Agreement and direct the Settlement Fund Administrator to pay those amounts in accordance with the Escrow Agreement.
- v. In all events, the State shall provide notice to CVS in the event of any objection regarding the distribution of any payment and, at its option, CVS may elect to join any objection that is made by a Participating

Subdivision. In the case of any objection, whether by CVS or a Participating Subdivision, the State and the entity or entities (including CVS, if applicable) objecting to the payment shall resolve that objection. If that resolution made by one entity affects other entities (including CVS, if applicable), the State shall provide notice to those affected and resolve the objection in accordance with the Settlement Agreement or the Florida Opioid Allocation and Statewide Response Agreement.

- vi. Pending the resolution of any objections as provided above, the State may provide instructions to the Settlement Fund Administrator to pay any undisputed portion. Before doing so, it shall provide notice to CVS and the Participating Subdivisions of the dispute and a breakdown of the proposed partial payments. Upon such notice, CVS and the Participating Subdivisions shall have an opportunity to object to the proposed partial payments in accordance with the procedures outlined in the foregoing subsections.
- vii. In consultation with the State, and subject to the terms of the Settlement Agreement, the Settlement Fund Administrator may set reasonable limits on the frequency with which it makes payments and may set other reasonable restrictions on complying with requests made by the State or the Participating Subdivisions, to limit the burdens and costs imposed on the Settlement Fund Administrator.

C. Extensions.

- i. The schedule provided for in this Section III shall be adjusted based on what is practicable. The Settlement Fund Administrator shall provide notice to the State and CVS regarding whether the deadlines provided for in Section III or in the Escrow Agreement need to be adjusted. The State shall communicate that notice to the Participating Subdivisions.
- ii. The deadlines in this Section III may be extended by the written agreement of the State and CVS.

IV. Reporting Obligations

The Settlement Fund is intended to be classified as a “qualified settlement fund” within the meaning of Treasury regulations Section 1.468B-1, et seq. (and corresponding or similar provisions of state, local, or foreign law, as applicable). The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. The State shall obtain any necessary orders from the Court to qualify the Settlement Fund as a “qualified settlement fund.” The Settlement Fund Administrator shall promptly take all other steps necessary for qualifying and operating the QSF as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. These obligations include, without limitation, the following:

- i. Regulation § 1.468B-3 Statement. The Settlement Fund Administrator will prepare a “Regulation § 1.468B-3 Statement” pursuant to Treas. Reg. § 1.468B-3(e) on behalf of CVS and provide copies to CVS’ counsel for

review and approval by January 15 of each year pertaining to transfers to or from the Settlement Fund involving CVS that were made in the preceding calendar year. The “Regulation § 1.468B-3 Statement” may be a joint statement as permitted under Treas. Reg. § 1.468B-3(e)(2)(ii).

- ii. Regulation § 1.468B-1 Relation Back Election. If required, the Settlement Fund Administrator will prepare and attach to the income tax return of the QSF a “Regulation § 1.468B-1 Relation Back Election” pursuant to Treas. Reg. § 1.468B-1(j) for approval and execution by CVS and the Settlement Fund Administrator. The Settlement Fund Administrator will forward a copy of the “Regulation § 1.468B-1 Relation Back Election” to CVS promptly after filing the same.
- iii. Income Tax Returns. The Settlement Fund Administrator shall obtain federal (and, if applicable, state) taxpayer identification number(s) for the Settlement Fund and provide the same to CVS. The Settlement Fund Administrator shall also timely and properly prepare and file on behalf of the QSF: (i) federal tax, information and withholding returns in accordance with Treas. Reg. § 1.468B-2 and the other provisions of the Internal Revenue Code of 1986, as amended; and (ii) all necessary state and local tax returns.
- iv. Tax Detriment. Notwithstanding any effort or failure of the Settlement Fund Administrator and/or the parties hereto to treat the QSF as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 effective as of the date hereof, if CVS incurs any taxes or additional tax liability, interest, penalties or other tax-related losses of any kind (such tax liability, interest, penalties and/or losses hereinafter collectively referred to as “Tax Detriments”) resulting from income earned by the QSF, such Tax Detriment shall be paid out of the State Sub-Fund or the Abatement Accounts Sub-Fund of the QSF, as the State may direct, or in the absence of sufficient funds in these Sub-Funds or at the State’s option, by the State.
- v. Notwithstanding any other provision of this Exhibit E or the Settlement Agreement, the parties hereto acknowledge and agree that CVS has made no representations or warranties regarding the tax consequences and shall have no liability to the State, the Settlement Fund Administrator, the Participating Subdivisions or any other party with respect to matters related to such tax consequences. Further, the Settlement Agreement, including this Exhibit E, shall be binding on the Parties and the Settlement Fund Administrator, and shall continue to apply, notwithstanding the tax consequences of any payments made pursuant to the Settlement Agreement and this Exhibit E.

EXHIBIT F

INJUNCTIVE RELIEF

I. INTRODUCTION

A. Within 90 days of the Effective Date of the Settlement Agreement and Release (as defined in the Settlement Agreement and Release, the “Effective Date”) (except where this Agreement specifies a different implementation period), CVS Pharmacy, Inc. (the “Settling Pharmacy”) shall implement the terms set forth in this Agreement (the “Settlement Terms”).

B. To the extent that the Settling Pharmacy already has in place committees, departments, policies or programs that satisfy the terms of this Agreement, no re-naming is required by this Agreement.

C. Overview

1. The Settling Pharmacy will implement or maintain a Controlled Substance Compliance Program (“CSCP”).

2. The CSCP must include written standard operating procedures and/or corporate policies (the “CSCP Policies and Procedures”) required by this Agreement.

3. The CSCP shall apply during the term of this Agreement to each of the Settling Pharmacy’s retail pharmacy stores within the State of Florida.

4. The Settling Pharmacy shall provide a copy of the relevant CSCP Policies and Procedures to the State within 90 days of the Effective Date. To the extent any implementation is expected to require additional time, the parties agree to work together in good faith to establish a timeline for implementation.

D. Compliance with Laws

1. The Settling Pharmacy acknowledges and agrees that its retail pharmacies must comply with applicable federal and Florida state laws, including regarding the dispensing of Controlled Substances. The requirements of the Settlement Terms are in addition to, and not in lieu of, any other requirements of federal or Florida state law. Nothing in the Settlement Terms shall be construed as relieving the Settling Pharmacy of the obligation of its retail pharmacies to comply with all federal and Florida state and local laws, nor shall any of the provisions of the Settlement Terms be deemed as permission for the Settling Pharmacy to engage in any acts or practices prohibited by such laws.

2. The Settlement Terms are not intended to and shall not be interpreted to prevent the Settling Pharmacy from taking or implementing any other compliance or policy steps necessary to address their retail pharmacies’ conformity with local, state, and federal legal requirements.

3. In the event that the Settling Pharmacy determines that there is a conflict between the Settlement Terms and the requirements of federal, state, or local laws, such that the Settling Pharmacy determines that it cannot comply with the Settlement Terms without violating these requirements, the Settling Pharmacy shall document such conflicts and notify the State that it intends to comply with the law to the extent necessary to eliminate the conflict. Within thirty (30) days after receipt of a notification from the Settling Pharmacy referenced above, the State may request a meeting to discuss the conflict and the Settling Pharmacy shall comply with any such reasonable request. Nothing in this paragraph shall (i) limit the right of the State to disagree with the Settling Pharmacy as to the impossibility of compliance and to seek to enforce the Settlement Terms accordingly; or (ii) be deemed to relieve the Settling Pharmacy from following any subsequently enacted law that is more restrictive than the provisions of the Settlement Terms, or from following the Settlement Terms if they are more restrictive than applicable laws, to the extent the Settling Pharmacy can adhere to both the Settlement Terms and the provisions of local, state or federal law.

4. In the event that the State learns of any action, administrative or otherwise, to be commenced against the Settling Pharmacy, any of its retail pharmacies, or its pharmacy personnel as a result of the Settling Pharmacy's obligations under this Agreement—including but not limited to actions brought by State Boards of Medicine and Pharmacy or the State Department of Health—the State will make best efforts to intervene and seek dismissal or to otherwise assist in achieving resolution, including by certifying that the State's position is that the Settling Pharmacy should not be held liable for actions required by this Agreement.

5. The Settling Pharmacy shall retain all records it is required to create pursuant to its obligations hereunder in an electronic or otherwise easily accessible format for the term of this Agreement. Nothing in this Agreement shall waive any applicable privilege that may be asserted over any such record.

II. TERM AND SCOPE

A. The term of the Agreement shall be ten years from the Effective Date, unless otherwise specified herein.

B. The Settlement Terms shall apply to the Settling Pharmacy's operation of any retail pharmacy store within the State of Florida that dispense Controlled Substances to Patients.

III. DEFINITIONS

A. The term "Controlled Substances" means those substances designated under schedules II-V pursuant to the federal Controlled Substances Act and the laws and regulations of the State that incorporate the federal Controlled Substances Act.

C. The term “Designated Controlled Substances” shall include: (a) oxycodone; (b) hydrocodone; (c) hydromorphone; (d) oxymorphone; (e) morphine; (f) methadone; and (g) fentanyl.

D. The term “Prescriber” means any individual that has written a prescription, whether legally valid or not, that is presented to one of the Settling Pharmacy’s retail pharmacy stores in the State of Florida.

E. The term “Patient” means any individual who receives a prescription for a Designated Controlled Substance from a Prescriber, whether legally valid or not, and attempts to fill it at one of the Settling Pharmacy’s retail pharmacy stores in the State of Florida.

IV. CONTROLLED SUBSTANCE COMPLIANCE PERSONNEL

A. The Settling Pharmacy shall designate a Chief Controlled Substance Compliance Officer, or other appropriately titled position, to be a member of the Controlled Substance Compliance Committee (described below in Section VI), and to oversee a Controlled Substance Compliance Department and the Settling Pharmacy’s compliance with these Settlement Terms. As used in this agreement, the terms “Controlled Substance Compliance Committee” and “Controlled Substance Compliance Department” refer to the entity or entities, however titled, that carry out the functions required by this Agreement. Notwithstanding the preceding sentence, to the extent an existing position, committee or department carries out the functions required by this Agreement, any other functions undertaken by such position, committee or department shall not be subject to this Agreement or oversight by the State pursuant to this Agreement. The position, committee and department discussed in this subsection and below may bear different names and need not be limited to the roles and functions set forth herein.

B. The Chief Controlled Substance Compliance Officer shall have knowledge of and experience with the laws and regulation of Controlled Substances.

C. The Chief Controlled Substance Compliance Officer shall provide at least quarterly reports to the Controlled Substance Compliance Committee (described below in Section VI) regarding the Settling Pharmacy’s compliance with these Settlement Terms, including the implementation of any changes to the CSCP Policies and Procedures required by these Settlement Terms.

D. Staffing levels of the Settling Pharmacy’s Controlled Substance Compliance Department shall be reviewed periodically, but at least on an annual basis, by the Settling Pharmacy’s Controlled Substance Compliance Committee, to assess whether such staffing levels are sufficient for the Controlled Substance Compliance Department to comply with this Agreement. This review shall include consideration of relevant developments in technology, law, and regulations.

E. Throughout the term of this Agreement, the Settling Pharmacy shall maintain a telephone and email hotline(s) (the “Hotline”) to permit employees and/or Patients to anonymously report suspected inappropriate or illegitimate dispensing, prescribing or diversion of Designated Controlled Substances, violations of the CSCP Policies and Procedures, these Settlement Terms, the Settling Pharmacy’s company policy, or other applicable law. The Settling Pharmacy shall

publish its Hotline contact information to its employees and Patients in the State of Florida. The Settling Pharmacy shall maintain for the duration of this Agreement a record of each complaint made to the Hotline regarding Designated Controlled Substances and documentation regarding any investigation or response to such complaints. Nothing herein shall require the Settling Pharmacy to investigate a pharmacist's professional judgment to refuse a prescription that the pharmacist believes was prescribed or is being used for other than a legitimate medical purpose or that the pharmacist believes was not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

V. INDEPENDENCE

A. The Settling Pharmacy's Controlled Substance Compliance Department personnel, the pharmacy personnel who work at the Settling Pharmacy's retail pharmacies within the State of Florida, and field personnel who supervise such pharmacy personnel (together, "CSCP Employees") shall not be compensated in whole or in part by commissions, bonuses, incentives or any other monetary or non-pecuniary benefit that depends in any part on revenue or profitability targets or expectations specific to sales of Controlled Substances. Nothing in this Agreement shall be interpreted to prevent compensation of employees based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales.

B. No CSCP Employees may be terminated, suspended, threatened with or face any other negative employment consequence for failing to meet any revenue or profitability targets/expectations specific to sales of Controlled Substances.

C. To the extent necessary to comply with this section, the Settling Pharmacy's Controlled Substance Compliance Committee shall review, modify, and implement any changes to any compensation and non-retaliation policies specific to the sale or dispensing of Designated Controlled Substances.

VI. OVERSIGHT

A. To the extent not already established, within ninety (90) business days of the Effective Date, the Settling Pharmacy shall establish a compliance committee, however titled, that includes representatives from its respective legal, compliance, pharmacy operations, and asset protection departments, however named, to provide oversight over the CSCP and its compliance with the Settlement Terms. For the purposes of reference herein, this committee, however named, shall be referred to as the "Controlled Substance Compliance Committee." The Settling Pharmacy shall maintain its Controlled Substance Compliance Committee for the duration of the term of the Settlement Terms. The Chief Controlled Substance Compliance Officer of the Settling Pharmacy shall be a member of the Controlled Substance Compliance Committee.

B. The Settling Pharmacy's Controlled Substance Compliance Committee shall have regular meetings during which the Chief Controlled Substance Compliance Officer shall report on, and the Controlled Substance Compliance Committee shall review, among other things, (a) the Prescription Validation Process, including the CSCP Policies and Procedures on identifying and resolving Patient, Prescriber and Prescription Red Flags; (b) the training required under this Agreement; (c) proactive due diligence and site visits; (d) the Prescriber Review Processes; (e)

significant new national and regional diversion trends involving Controlled Substances; (f) the Settling Pharmacy's adherence to this Agreement and applicable laws and regulations; and (g) any technology, staffing, or other resource needs for the CSCP. The Controlled Substance Compliance Committee shall have access to all CSCP reports described in the following subsection.

C. On an annual basis, the Settling Pharmacy's Controlled Substance Compliance Committee shall provide a written report to the President of CVS Retail, Chief Financial Officer of CVS Retail, Chief Legal Officer of CVS Retail, and the CVS Health Chief Compliance Officer, as well as the CVS Health Compliance Committee (however such positions or committees are named at the time), outlining (a) the Settling Pharmacy's adherence to, and any deviations from, the Settlement Terms; (b) the allocation of resources sufficient to comply with this Agreement; and (c) any revisions to the CSCP that the Controlled Substance Compliance Committee has approved. The Compliance Committee shall document in its minutes its review of the annual Controlled Substance Compliance Committee reports.

D. The Settling Pharmacy, through its Controlled Substance Compliance Department and Committee, shall, at least once every year, review and oversee any enhancements to the CSCP Policies and Procedures and systems for dispensing activity that the Controlled Substance Compliance Committee deems necessary.

E. The Settling Pharmacy's Controlled Substance Compliance Committee shall be responsible for the approval of all material revisions to the CSCP Policies and Procedures, provided that nothing herein shall prevent the Settling Pharmacy from implementing changes to the CSCP Policies and Procedures pending such review and approval.

VII. MANDATORY TRAINING

A. The CSCP Policies and Procedures shall be published in a form and location readily accessible to all pharmacy and compliance personnel at each of the Settling Pharmacy's retail pharmacy stores in the State of Florida. Online availability is sufficient, so long as pharmacy and compliance personnel have access to a computer with access to the CSCP Policies and Procedures.

B. Within 90 days of entering into these Settlement Terms, to the extent not already in place, the Settling Pharmacy shall implement policies and procedures requiring all CSCP Employees to complete trainings on the CSCP Policies and Procedures required under this Agreement, including with respect to the Prescription Validation Process and their corresponding responsibility.

C. On an annual basis for the duration of the Agreement, the Settling Pharmacy shall test its CSCP Employees, and any contractors serving as pharmacists or pharmacy technicians in its retail pharmacies in the State of Florida, on their knowledge regarding the CSCP Policies and Procedures required under this Agreement, including with respect to the Prescription Validation Process and their corresponding responsibility.

D. It shall be a part of the CSCP Policies and Procedures and all trainings of all CSCP Employees required under these Settlement Terms that pharmacists shall refuse to dispense Controlled Substances that they believe were prescribed or are being used for other than a

legitimate medical purpose or that they believe were not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

E. All trainings required under these Settlement Terms shall also make clear that pharmacists will not be penalized in any way for refusing to fill prescriptions for Controlled Substances pursuant to their corresponding responsibility.

VIII. THE PRESCRIPTION VALIDATION PROCESS

A. As part of its CSCP, to the extent not already in place, the Settling Pharmacy shall have a Prescription Validation Process in the CSCP Policies and Procedures, as further described and set forth in this section, that each pharmacist employed by the Settling Pharmacy at a retail pharmacy in the State of Florida is directed to follow when dispensing a prescription for a Controlled Substance.

B. The Settling Pharmacy's CSCP Policies and Procedures shall provide that a Red Flag will be considered "resolved" if, after further investigation as described below, and given other facts and circumstances surrounding the prescription, a pharmacist determines, in his or her professional judgment, that the facts that triggered the Red Flag do not lead him or her to believe that the prescription was written or is being submitted for an illegitimate medical purpose or outside the usual course of a Prescriber's professional practice.

C. The Settling Pharmacy's CSCP Policies and Procedures shall provide that if a pharmacist identifies any "Patient Red Flags" associated with a Controlled Substance prescription (described in Section IX(1) below), before filling the prescription the pharmacist must resolve them; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient's profile and history with the Settling Pharmacy, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available PDMP data, and/or reviewing other data or information available to the pharmacist.

D. The Settling Pharmacy's CSCP Policies and Procedures shall provide that, except as allowed by Florida law, a pharmacist may only fill a Controlled Substance prescription electronically transmitted by a Prescriber for such drugs; that if the pharmacist identifies any other "Prescription Red Flags" (described in Section IX(2) below), the pharmacist must resolve them; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient's profile and history with the Settling Pharmacy, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available PDMP data, and/or reviewing other data or information available to the pharmacist.

E. The Settling Pharmacy must put in place, to the extent not already in place, systems at its retail pharmacies in the State of Florida to check the licensure status of a Prescriber of Controlled Substances through a regularly updated prescriber database, to the extent such information is reasonably available for such purposes. The dispensing system shall block a Controlled Substance prescription from being filled if the prescriber database check reflects a DEA registration or state license that has been suspended or revoked and likewise shall block from being

filled a Controlled Substance prescription written by a prescriber blocked by the Settling Pharmacy under a prescriber review program. CSCP Policies and Procedures shall require that if a pharmacist identifies any Prescriber Red Flags, the pharmacist must resolve them, and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Settling Pharmacy's records regarding the Prescriber, calling the Prescriber if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or the Prescriber, reviewing available PDMP data, and/or reviewing other data or information available to the pharmacist .

F. The Settling Pharmacy's CSCP Policies and Procedures shall provide that the resolution of all Red Flags identified by the pharmacist must be documented. Any such records shall be maintained for the duration of this Agreement.

G. The Settling Pharmacy's CSCP Policies and Procedures shall provide that, even if all Red Flags are resolved, a pharmacist shall reject a prescription if, in his or her professional judgment, he or she believes that it was written or is being submitted for other than a legitimate medical purpose and/or was written outside the usual course of an individual Prescriber's professional practice.

IX. RED FLAGS

A. Notwithstanding any other potential Red Flags that the Settling Pharmacy may identify in its CSCP Policies and Procedures, the Settling Pharmacy shall identify in its CSCP Policies and Procedures the following potential "Patient Red Flags":

1. A Patient seeks to fill a Designated Controlled Substance prescription more than three days prior to the contemplated exhaustion date of an earlier prescription of the same Designated Controlled Substance;
2. A Patient seeks to fill Designated Controlled Substance prescriptions from more than four Prescribers, from separate practices, in a given 6-month period;
3. A Patient resides more than 50 miles from the Settling Pharmacy's retail pharmacy where the Designated Controlled Substance prescription is submitted;

B. Notwithstanding any other potential Red Flags that the Settling Pharmacy may identify in its CSCP Policies and Procedures, with respect to any Controlled Substance prescriptions, the Settling Pharmacy shall identify in its CSCP Policies and Procedures the following potential "Prescription Red Flags:"

1. A prescription that fails to meet the requirements of law, e.g. Fla. Stat. §§ 456.42(2), (3).
2. A prescription that appears altered;
3. A prescription written with misspellings suggesting the prescription may not have been written by a Prescriber;

4. A prescription using atypical abbreviations suggesting the prescription may not have been written by a Prescriber; and

5. A prescription written with multiple colors of ink or in multiple different handwritings.

C. Notwithstanding any other potential Red Flags that the Settling Pharmacy may identify in its CSCP Policies and Procedures, with respect to any Prescriber of Controlled Substances, the Settling Pharmacy shall identify in their CSCP Policies and Procedures the following potential “Prescriber Red Flags:”

1. A Prescriber provides a Patient with prescriptions for a Designated Controlled Substance, a benzodiazepine, and carisoprodol; and

2. A Prescriber has no office within 50 miles of the retail pharmacy store.

X. PRESCRIBER REVIEW

A. To the extent not already in place, the Settling Pharmacy shall develop a process by which it regularly reviews the prescribing patterns and practices of Prescribers of Designated Controlled Substances (the “Prescriber Review Process”). The Prescriber Review Process shall employ algorithms, or other means, to review the Settling Pharmacy’s retail dispensing data for potential Prescribers of concern. Once the Settling Pharmacy identifies through its process a Prescriber for further investigation, the review of a Prescriber shall include review of his or her prescribing as contained in the Settling Pharmacy’s data and available licensing and disciplinary history. It may also include internet searches, interviews and other information gathered in the discretion of the employees operating the Prescriber Review Process.

B. If after the Prescriber Review Process the Settling Pharmacy has not resolved its concerns of illegitimate prescribing, then Controlled Substance prescriptions written by the Prescriber shall be blocked from being filled by the Settling Pharmacy’s retail pharmacies in the State of Florida, with an opportunity at the discretion of the Settling Pharmacy for the prescriber to seek future reinstatement by providing information to the Settling Pharmacy that may resolve its concerns. This block shall be on top of and in addition to any block based on a Prescriber’s licensure. On written demand by the State, the Settling Pharmacy shall provide the names of the prescribers who it has identified for investigation and/or whose prescriptions it has blocked.

XI. PROACTIVE DUE DILIGENCE AND SITE VISITS

A. During the term of this Agreement, the Settling Pharmacy shall conduct periodic proactive compliance reviews of its retail pharmacy stores in the State of Florida to assist with the identification of potential compliance issues related to the dispensing of Designated Controlled Substances at its retail pharmacy stores in the State of Florida. This may be satisfied by the use of algorithms, or other electronic means, to analyze data associated with each pharmacy to identify particular pharmacies for review. Documentation of any resulting reviews shall be maintained by the Settling Pharmacy and made accessible to all Controlled Substance Compliance Department personnel upon request for the duration of the Agreement.

B. During the term of this Agreement, the Settling Pharmacy's field personnel shall also conduct site visits to each of its retail pharmacy stores in the State of Florida each year for the duration of the Agreement. Operating procedures shall specify that any concerns identified with the dispensing of Designated Controlled Substances shall be reported to the Controlled Substance Compliance Department. The Controlled Substance Compliance Department shall maintain documentation of any such reported concerns.

C. During the term of this Agreement, to the extent not already in place, the Settling Pharmacy shall put in place processes to oversee inventory, recording keeping and theft and loss prevention controls at its retail pharmacy stores in the State of Florida.

D. The CSCP Policies and Procedures shall require that site visit reports, if any, related to the dispensing of Designated Controlled Substances shall be maintained by the Settling Pharmacy and made accessible to all Controlled Substance Compliance Department personnel upon request for the duration of the Agreement.

XII. CONTROLLED SUBSTANCE DISPOSAL

A. The Settling Pharmacy's retail pharmacies in the State of Florida shall make available or display information to all Patients receiving a Designated Controlled Substance about the need to dispose and the proper disposal of unneeded Controlled Substances and the availability of disposal boxes, pouches or containers for purchase from the Settling Pharmacy, or other products commercially manufactured to allow for the safe disposal of Controlled Substances and medications at home.

B. At each of its retail pharmacies in the State of Florida, the Settling Pharmacy shall make available to Patients at its actual cost (per generally accepted accounting principles) a pouch or other container or product commercially manufactured to allow for the safe disposal of Controlled Substances and medications at home. The Settling Pharmacy shall maintain sufficient written documentation supporting its actual cost for the duration of this Agreement.

XIII. NALOXONE DISPENSING

A. To the extent not already in place, the Settling Pharmacy agrees to obtain a non-patient-specific standing order covering each of its retail pharmacies in the State of Florida allowing for the dispensing of naloxone or other overdose reversal medications to the fullest extent allowable under Florida law.

B. To the extent that the State of Florida obtains or enters into an agreement with a manufacturer of naloxone or other overdose reversal medication to provide naloxone or an overdose reversal medication to the State for free or at cost, the Settling Pharmacy agrees to dispense that naloxone or other overdose reversal medication at its actual cost for dispensing that naloxone or other overdose reversal medication (time and expense). Upon request by the State to dispense such medication, in the course of arranging logistics with the State, the Settling Pharmacy shall provide the State with its calculation of the actual cost to dispense.

XIV. FRAUD, THEFT AND LOSS PREVENTION

In addition to complying with all fraud, theft and loss procedures, policies and precautions required by state and federal law, the Settling Pharmacy shall maintain information regarding the receipt and disposition of inventory of all Designated Controlled Substances for each retail pharmacy in the State of Florida.

XV. REPORTING TO LAW ENFORCEMENT

To the extent not already in place, the Settling Pharmacy shall implement standard operating procedures directing its employees to report any confirmed forged prescriptions to state or local law enforcement authorities within 7 days of completing any review of such prescription or conduct. The State shall provide appropriate contact information for such reports. The Settling Pharmacy shall comply with all statutes and regulations requiring the reporting of thefts and losses of Controlled Substances.

XVI. ENFORCEMENT OF SETTLEMENT TERMS

A. Notice of Potential Violations and Opportunity to Cure.

1. A “Potential Violation” occurs when the State determines, after appropriate investigation and due diligence, that the Settling Pharmacy is not in substantial compliance with a material aspect of the Settlement Terms. A Potential Violation may be for a single retail pharmacy. A violation of this Agreement does not occur when a pharmacist or other pharmacy personnel employed by the Settling Pharmacy violates the Settling Pharmacy’s CSCP Policies and Procedures or the law.

2. Potential Violation Discovered by State.

a. In the event of a Potential Violation identified by the State, the State shall notify the Settling Pharmacy in writing (the “State’s Notice”).

b. Within thirty (30) days of receipt of the State’s Notice, the Settling Pharmacy shall provide a written response to the State. The response shall include the Settling Pharmacy’s position as to the act(s) of non-compliance with these Settlement Terms, including, possibly, a statement setting forth why the Settling Pharmacy believes it is in substantial compliance with the relevant provision(s) or a statement explaining how the Potential Violation has been addressed.

c. If the State wishes to meet with the Settling Pharmacy, the Settling Pharmacy shall promptly make itself available for such a meeting.

3. If, after review of a written response and any meeting, the State believes that a Potential Violation is ongoing or has not been substantially addressed, it will provide written notice to the Settling Pharmacy and work in conjunction with the Settling Pharmacy to devise, within thirty (30) days, a corrective action plan (“Corrective Action Plan”) to remedy such Potential Violation, including a reasonable period for implementation of such plan.

4. Within 60 and 120 days after implementing the Corrective Action Plan, the Settling Pharmacy will provide a written compliance update to the State and make itself available to meet with the State if requested. If after reviewing the compliance update and any meeting, the State believes a Potential Violation remains ongoing or has not been substantially addressed, the State may commence a 30-day mediation period. If mediation fails to resolve the dispute between the parties, the State may take whatever action it deems necessary, including but not limited to bringing an action to enforce the settlement agreement, filing a new action (administrative or civil action) for violation of the settlement agreement as allowed by Florida law, conducting further investigation, or attempting to negotiate an updated Corrective Action Plan with the Settling Pharmacy. But the State may not seek to reinstate claims that have been released as part of this settlement.

5. If the Settling Pharmacy fails or refuses to provide a written response, to devise or implement a Corrective Action Plan or to provide a compliance update as required by subsections A(2), A(3) and/or A(4), the State may bring an action to enforce the settlement agreement, file a new action (administrative or civil action) for violation of the settlement agreement as allowed by Florida law, conduct further investigation, or attempt to negotiate an updated Corrective Action Plan with the Settling Pharmacy. But the State may not seek to reinstate claims that have been released as part of this settlement.

6. If, after review of a written response and any meeting, pursuant to subsection A(2) or A(3), above, the State concludes that a Potential Violation is not ongoing or has been substantially addressed, the State will provide written notice of this conclusion to the Settling Pharmacy within 30 days of reaching its conclusion.

B. Enforcement Action. The State agrees that prior to taking any court or administrative action, other than an action that the State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the State, or that a public emergency requiring immediate action exists, it will follow the process outlined above. If the State concludes that action is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the State or that a public emergency requiring immediate action exists, it will make best efforts to provide reasonable notice to the Settling Pharmacy prior to initiating any such action.

XVII. COMPLIANCE CERTIFICATION

A. The Settling Pharmacy's Chief Controlled Substance Compliance Officer shall, after diligent inquiry, complete an annual compliance certification.

B. The certification shall be filed annually for the duration of this Agreement with the Florida Department of Health, the Florida Department of Business and Professional Regulation, and the Florida Office of Attorney General.

C. The certification shall state:

"I understand the compliance requirements and responsibilities as they relate to [insert name of department], an area under my supervision. My job responsibilities include promoting compliance with regard to the [insert name of department] with

all applicable statutory requirements, obligations of the Agreement, and applicable policies, and I have taken steps to promote such compliance. To the best of my knowledge, the [insert name of department] is in compliance with the obligations of the Agreement. I understand that this certification is being provided to and relied upon by the State of Florida.”

D. If the Chief Controlled Substance Compliance Officer is unable to provide such a certification, he or she shall provide a written explanation of the reasons why he or she is unable to provide the certification outlined above.

E. Upon written demand by the Florida Department of Health, the Florida Department of Business and Professional Regulation, or the Florida Office of Attorney General, the Settling Pharmacy shall provide to the requesting agency within a reasonable time after request the below materials. The State of Florida, through its agencies and departments, including without limitation the Florida Department of Health, has preexisting access to certain records maintained by CVS retail pharmacies in the State of Florida and to certain data on their Controlled Substances dispensing. This provision is in addition to, and not in place of, that access.

1. Any specific, non-privileged documents reviewed by the Chief Controlled Substance Compliance Officer solely to make his/her certification, not including documents reviewed in the course of his/her duties throughout the year that provide him/her with relevant knowledge;

2. The current versions of the CSCP Policies and Procedures that are required by this Agreement;

3. The names of Florida prescribers of Designated Controlled Substances who the Settling Pharmacy has flagged for investigation and/or whose prescriptions it has blocked as part of its Prescriber Review Process; or

4. With regard to a particular retail pharmacy store in the State of Florida identified by the State, any non-privileged reports related to that pharmacy store prepared pursuant to the processes outlined in Section XI.A.

F. Nothing in this Paragraph shall limit the State’s authority to subpoena other records.

G. Nothing in this Agreement shall be interpreted to abrogate the Settling Pharmacy’s applicable privileges or protections from disclosure, including without limitation those related to the attorney-client privilege, the attorney work product doctrine, and the patient-safety work product privilege. Nothing in this Agreement shall require the Settling Pharmacy to provide or produce any such privileged or protected materials.

H. To the extent that the above records contain personal health information of patients, the personal health information of patients shall be redacted and the presence of personal health information shall not be a reason to not produce any category of documents. To the extent that city, state, or zip code related information is contained within the above records and does not constitute personal health information of patients, the Settling Pharmacy shall provide such information upon written request.

XVIII. RECORDKEEPING

The Settling Pharmacy shall retain records it is required to create pursuant to its obligations hereunder in an electronic or otherwise readily accessible format. In addition to the prescription data regularly provided to the State of Florida through its prescription drug monitoring program and all of the other records to which the State of Florida has access under its pharmacy regulations, including without limitation through its on-site inspections of retail pharmacies, the State of Florida shall have the right to review the CSCP Policies and Procedures discussed herein. Nothing in these terms shall prohibit the State of Florida from issuing a lawful subpoena for records pursuant to an applicable law.

XIX. MOST FAVORED NATION

A. To the extent the Settling Pharmacy enters a global settlement resolving substantially all claims against it brought by states, counties, and/or municipalities nationwide that contains additional injunctive relief provisions, the State of Florida shall have the right to obtain the benefit of those provisions under the terms set forth in any such global settlement.

B. To the extent that the Settling Pharmacy agrees to take part in the Clearinghouse described in the Distributor Settlement Agreement as part of any global settlement as defined above, the Settling Pharmacy agrees to provide data and otherwise take part in the Clearinghouse with respect to Florida retail pharmacies at no reduction to any settlement amount under this Agreement.

XX. CHANGES AND MODIFICATIONS

A. This Agreement may be amended or modified with the written consent of the Parties.

B. Nothing in this Agreement shall be construed to prohibit the Settling Pharmacy from implementing improvements or enhancements or from otherwise evolving its systems and practices.

EXHIBIT G
draft

<u>Litigating Subdivision</u>	<u>Local Litigation Cost Share</u>
Alachua County	1.0580563941118500%
Apopka	0.1215329679172490%
Bay County	0.6743853947971450%
Bradenton	0.4749682718143620%
Bradford County	0.2368825999247740%
Brevard County	2.9841904994087900%
Broward County	5.0788659071877600%
Calhoun County	0.0589164770693348%
Clay County	1.4919590528781900%
Clearwater	0.7924203742280190%
Coconut Creek	0.1264292438193310%
Coral Gables	0.0897355488925041%
Coral Springs	0.4043048184848150%
Daytona Beach	0.5595101817342350%
Daytona Beach Shores	0.0049121655318066%
Deerfield Beach	0.2530582429837640%
Delray Beach	0.4398589999657240%
Deltona	0.2491902531195310%
Dixie County	0.1296956977011560%
Escambia County	1.2638929275031100%
Florida City	0.0049121655318066%
Fort Lauderdale	1.0383464434128300%
Fort Pierce	0.1994420924009210%
Gilchrist County	0.0804264958213678%
Gulf County	0.0749014445716371%
Hallandale Beach	0.1937104759647790%
Hamilton County	0.0599334133716682%
Hernando County	1.8878128582969600%
Hillsborough County	8.1548303679879300%
Holmes County	0.1020273124575380%
Homestead	0.0311731835713032%
Jackson County	0.1986930098567910%
Jacksonville	6.6203098069205700%
Lake County	0.9770487918320040%
Lauderhill	0.1804993838228590%
Lee County	2.6882938146892400%

Leon County	0.5890694329150050%
Levy County	0.3140267522345930%
Lynn Haven	0.0490126978571018%
Manatee County	2.8609845804763200%
Marion County	1.6654193307333400%
Miami	0.3660335103211090%
Miami Gardens	0.0508604347992879%
Miami-Dade County	5.4031323908059000%
Miramar	0.3491405639774380%
Monroe County	0.4854327279611400%
New Port Richey	0.1873705137049190%
Niceville	0.0271848865105896%
North Miami	0.0379784849873643%
Ocala	0.4612963804104470%
Ocoee	0.0832593898064393%
Okaloosa County	0.7932307453439410%
Orange County	3.9242890922912800%
Orlando	1.4504780395102400%
Ormond Beach	0.1433221901630030%
Osceola County	1.0466816891766000%
Oviedo	0.1289284555802000%
Palatka	0.0587008320945097%
Palm Bay	0.5060801668138730%
Palm Beach County	7.4561883184436100%
Palmetto	0.0660940498103573%
Panama City	0.1939647100403620%
Pasco County	5.5375586582705800%
Pembroke Pines	0.5786072467153300%
Pensacola	0.4133437478506440%
Pinellas County	5.9926126841466200%
Pinellas Park	0.3146192084285860%
Polk County	2.0023407694530500%
Pompano Beach	0.4193886169870580%
Port St. Lucie	0.4885607150696560%
Putnam County	0.4224712051535060%
Sanford	0.2053280652400960%
Santa Rosa County	0.8183885690911740%
Sarasota	0.6054198619009580%
Sarasota County	2.4612900245585600%
Seminole County	1.8860854285512600%

St. Augustine	0.0581446950541711%
St. Johns County	0.8298745014344930%
St. Lucie County	1.1954994212769900%
St. Petersburg	1.8209515663656500%
Stuart	0.1015415437774050%
Suwannee County	0.2387961653329590%
Sweetwater	0.0051459700834591%
Tallahassee	0.5325590997752980%
Tampa	2.4698749645037000%
Taylor County	0.1152406745465610%
Town of Eatonville	0.0049121655318066%
Union County	0.0814547818592183%
Volusia County	2.2307927858357100%
Walton County	0.3357365263317270%
Washington County	0.1501728905211320%

EXHIBIT H

draft

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, STATE OF FLORIDA
WEST PASCO CIVIL DIVISION

STATE OF FLORIDA, OFFICE OF THE
ATTORNEY GENERAL, DEPARTMENT
OF LEGAL AFFAIRS,

Plaintiff,

v.

No. 2018-CA-001438

PURDUE PHARMA L.P., et al.,

Defendants.

CONSENT JUDGMENT

Plaintiff, the State of Florida, Office of the Attorney General, Department of Legal Affairs (“Plaintiff” or “Florida AG”), brought the above-captioned action against Defendants CVS Health Corporation and CVS Pharmacy, Inc. (together, “CVS”), among others, asserting claims against CVS for public nuisance, negligence, conspiracy, fraud, and violations of the Florida Deceptive and Unfair Trade Practices Act and Racketeer Influenced and Corrupt Organization Act, all based on allegations that CVS historically, among other acts, distributed and dispensed prescription opioid pain medication improperly in a fashion that has caused harm to the health of Florida residents and to the State (the “Florida AG Action”). Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens.

In addition, numerous governmental entities in Florida (“Subdivisions”) have brought separate lawsuits (“Actions”) in various forums against CVS, among others. These Actions

assert claims that arise out of or relate to alleged conduct that is substantially similar to or overlaps with the conduct alleged in the Florida AG Action (the “Covered Conduct”).

CVS denies the allegations in the Florida AG Action and other Actions and claims to have no liability to Plaintiff or to any Subdivision or other governmental entity (whether such governmental entity has brought or is a party to another Action or not).

CVS denies that it engaged in any wrongdoing, denies that it violated any federal or state law, denies that Plaintiff, any Subdivision, any other governmental entity, or any Florida resident was harmed by its conduct, and maintains that it has meritorious defenses and would be able to successfully defend against Plaintiff’s claims and allegations at trial and any Subdivision’s claims.

Plaintiff and CVS (the “Parties”), by their counsel, have entered into a Settlement Agreement and Release to resolve the claims and allegations against CVS in the Florida AG Action (the “Agreement,” attached to this Consent Judgment) and the entry of this Consent Judgment (including the injunctive terms incorporated herein) by the Court without trial or findings or admissions of wrongdoing or liability of any kind. Furthermore, under the Agreement, and as effectuated in this Consent Judgment, the Florida AG is exercising its authority to act in the public interest and release its own Claims as well as those of all Subdivisions, whether asserted previously or in the future, that arise out of or relate to the Covered Conduct. Unless otherwise specified, capitalized terms used herein shall have the meanings specified in the Agreement.

NOW THEREFORE, without trial or adjudication of any issue of fact or law presented in the Florida AG Action or the other Actions, without this Consent Judgment constituting evidence against or admission by anyone with respect to any issue of fact or law, and upon the Parties’ consent, IT IS HEREBY ORDERED AS FOLLOWS:

I. PARTIES

1. Defendant CVS Health Corporation is a Delaware corporation with its principal place of business in Rhode Island. Defendant CVS Pharmacy, Inc. is a Rhode Island corporation with a principal place of business in Rhode Island.

2. Plaintiff has the authority to act in the public interest and on behalf of the people of Florida as the people's attorney.

II. JURISDICTION

3. This Court has jurisdiction over the Parties and the subject matter of this action and all city and county Litigating Subdivisions and all other Participating Subdivisions, each of which 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.

III. AGREEMENT

4. The Parties have agreed to resolution of the Florida AG Action under the terms of their Agreement, which is attached hereto as Exhibit A. This Consent Judgment summarizes and gives effect to those terms. In the event of a conflict between the terms of the Agreement (including its exhibits) and this summary document, the terms of the Agreement shall govern. Nothing in this summary document shall have the effect of expanding, diminishing, explaining, or otherwise modifying any term of the Agreement.

IV. FINANCIAL TERMS

5. CVS shall pay the sum of \$484,000,000 into the Qualified Settlement Fund as specified in the Agreement (including Exhibit B), consisting of \$440,000,000 to be allocated for opioid remediation, \$22,000,000 to be available to reimburse State Litigation Costs, and \$22,000,000 to be available to reimburse Litigating Subdivision Litigation Costs.

6. As contemplated by the Settlement Agreement, Plaintiff has filed a motion to establish a Qualified Settlement Fund and appoint a settlement fund administrator, which is contained in Exhibit C to this Consent Judgment, and a motion for State Litigation Costs, which is contained in Exhibit D to this Consent Judgment. The Court will enter separate orders with respect to these motions.

7. Subsection C.3(b) of the Parties' Agreement provides with respect to the portion of the payment to be allocated for opioid remediation that it shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund. Subsection C.1(a) of the Parties' Agreement provides that the amount to be available to reimburse State Litigation Costs shall be allocated by the Qualified Settlement Fund Administrator to a State Litigation Cost Payment Sub-Fund and that the amount to be available to reimburse Litigation Subdivision Litigation Costs shall be allocated by the Qualified Settlement Fund Administrator to a Litigating Subdivision Litigation Cost Sub-Fund. The Court approves the allocations set forth in the Agreement and the requirements governing distribution from each, the satisfaction of which will be determined at the appropriate time.

8. The Parties' Agreement provides that Subdivisions that elect to participate in the settlement by the Initial Participation Date and complete other requirements specified in the Agreement may be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Effective Date of the Agreement. The Parties' Agreement further provides that Subdivisions that elect to participate in the settlement after the Initial Participation Date and complete other requirements specified in the Agreement may be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

9. The Parties previously agreed to an Initial Participation Date of April 28, 2022. Pursuant to the Agreement's terms, the Effective Date of the Agreement is _____, and the Post-Effective Date Sign-on Deadline is _____.

V. INJUNCTIVE TERMS

10. The Parties have agreed that CVS shall be subject to the injunctive terms set forth in Exhibit E to this Judgment. The agreed injunctive terms in Exhibit E to this Judgment are expressly incorporated into and are given full force and effect by this Consent Judgment.

11. Compliance with injunctive terms may be enforced in this Court consistent with the terms specified in the injunctive provisions set forth in Exhibit E to this Judgment.

VI. RELEASES AND DISMISSAL WITH PREJUDICE

12. Plaintiff and CVS have agreed to the Release of certain Claims as provided in Sections D and E of the Agreement. Such Releases are given in good faith within the meaning of Fla. Stat. § 768.31(5) and upon entry of this Consent Judgment shall be effective as to all Releasors.

13. Plaintiff's Claims against CVS are hereby DISMISSED WITH PREJUDICE, with each Party to bear its own costs except as specified in the Agreement.

VII. MISCELLANEOUS

14. This Court retains jurisdiction to enforce the terms of this Consent Judgment. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

15. This Consent Judgment shall remain in full force and effect for eight years from the date it is entered, at which time CVS' obligations under the Consent Judgment shall expire.

16. Entry of this Consent Judgment is in the public interest.

IT IS SO ORDERED, ADJUDGED AND DECREED in Chambers at New Port Richey,
Pasco Cunty, Florida, this __ day of April 2022.

Honorable Kimberly Sharpe Byrd
Circuit Court Judge

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

**CVS HEALTH CORPORATION AND
CVS PHARMACY, INC.**

By: _____

Name: _____

Attorneys for CVS Health Corporation and
CVS Pharmacy, Inc.

Date: _____

PLAINTIFF

**STATE OF FLORIDA,
including the OFFICE OF THE
ATTORNEY GENERAL**

By: _____

Name: John Guard

Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: _____

STATE OUTSIDE LITIGATION COUNSEL

**Kellogg, Hansen, Todd, Figel & Frederick,
P.L.L.C.**

By: _____

Name: David C. Frederick

Date: _____

Drake Martin Law Firm, LLC

By: _____

Name: Drake Martin

Date: _____

EXHIBIT I

State - Subdivision Agreement

**FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.

7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys’ fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein “Expense Fund”) shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys’ fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempe

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempe@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

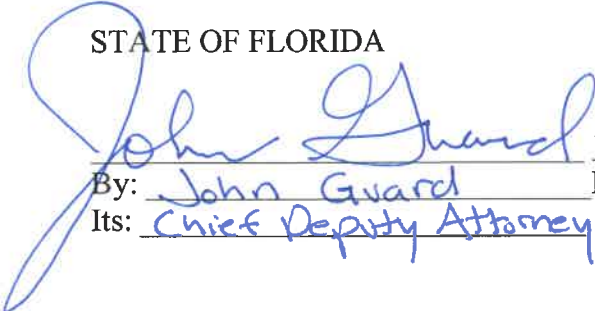
STATE OF FLORIDA

By: John Guard DATED 11/15/2021
Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B
Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
Baker	Waldo		0.002988721299%
		0.193173804130%	
Bay	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Maccleddy		0.023628329446%
		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
Bradford	Parker		0.008704696178%
	Springfield		0.016354442736%
		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
		3.878799180444%	
	Brevard	Brevard County	
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples			0.134416197054%
Columbia			0.446781150792%	
	Columbia County			0.341887201373%
	Fort White			0.000236047247%
	Lake City			0.104659717920%
DeSoto			0.113640407802%	
	DeSoto County			0.096884684746%
	Arcadia			0.016755723056%
Dixie			0.103744580900%	
	Dixie County			0.098822087921%
	Cross City			0.004639236282%
	Horseshoe Beach			0.000281440949%
Duval			5.434975156935%	
	Jacksonville			5.270570064997%
	Atlantic Beach			0.038891507601%
	Baldwin			0.002251527589%
	Jacksonville Beach			0.100447182431%
	Neptune Beach			0.022814874318%
Escambia			1.341634449244%	
	Escambia County			1.005860871574%
	Century			0.005136751249%
	Pensacola			0.330636826421%
Flagler			0.389864712244%	
	Flagler County			0.279755934409%
	Beverly Beach			0.000154338585%
	Bunnell			0.009501809575%
	Flagler Beach			0.015482883669%
	Marineland			0.000114392127%
	Palm Coast			0.084857169626%
Franklin			0.049911282550%	
	Franklin County			0.046254365966%
	Apalachicola			0.001768538606%
	Carabelle			0.001888377978%
Gadsden			0.123656074077%	
	Gadsden County			0.090211810642%

	Chattahoochee			0.004181667772%
	Greensboro			0.000492067723%
	Gretna			0.002240633101%
	Havana			0.005459954403%
	Midway			0.001202025213%
	Quincy			0.019867915223%
Gilchrist			0.064333769355%	
	Gilchrist County			0.061274233881%
	Bell			0.000099866143%
	Fanning Springs			0.000388570084%
	Trenton			0.002571099247%
Glades			0.040612836758%	
	Glades County			0.040420367464%
	Moore Haven			0.000192469294%
Gulf			0.059914238588%	
	Gulf County			0.054715751905%
	Port St. Joe			0.004817179591%
	Wewahitchka			0.000381307092%
Hamilton			0.047941195910%	
	Hamilton County			0.038817061931%
	Jasper			0.004869836285%
	Jennings			0.002623755940%
	White Springs			0.001630541754%
Hardee			0.067110048132%	
	Hardee County			0.058100306280%
	Bowling Green			0.001797590575%
	Wauchula			0.006667426860%
	Zolfo Springs			0.000544724417%
Hendry			0.144460915297%	
	Hendry County			0.122147187443%
	Clewiston			0.017589151414%
	LaBelle			0.004724576440%
Hernando			1.510075949110%	
	Hernando County			1.447521612849%
	Brooksville			0.061319627583%

	Weeki Wachee			0.001234708678%
Highlands			0.357188510237%	
	Highlands County			0.287621754986%
	Avon Park			0.025829016090%
	Lake Placid			0.005565267790%
	Sebring			0.038172471371%
Hillsborough			8.710984113657%	
	Hillsborough County			6.523111204400%
	Plant City			0.104218491142%
	Tampa			1.975671881253%
	Temple Terrace			0.107980721113%
Holmes			0.081612427851%	
	Holmes County			0.066805002459%
	Bonifay			0.006898026863%
	Esto			0.006269778036%
	Noma			0.001278286631%
	Ponce de Leon			0.000179759057%
	Westville			0.000179759057%
Indian River			0.753076058781%	
	Indian River County			0.623571460217%
	Fellsmere			0.004917045734%
	Indian River shores			0.025322422382%
	Orchid			0.000306861421%
	Sebastian			0.038315915467%
	Vero Beach			0.060642353558%
Jackson			0.158936058795%	
	Jackson County			0.075213731704%
	Alford			0.000303229925%
	Bascom			0.000061735434%
	Campbellton			0.001648699234%
	Cottondale			0.001093080329%
	Graceville			0.002794436257%
	Grandridge			0.000030867717%
	Greenwood			0.001292812616%
	Jacob City			0.000481173235%

	Malone			0.000092603151%
	Marianna			0.073519633768%
	Sneads			0.002404050426%
Jefferson			0.040821647784%	
	Jefferson County			0.037584169001%
	Monticello			0.003237478783%
Lafayette			0.031911772076%	
	Lafayette County			0.031555885457%
	Mayo			0.000355886619%
Lake			1.139211224519%	
	Lake County			0.757453827343%
	Astatula			0.002727253579%
	Clermont			0.075909163209%
	Eustis			0.041929254098%
	Fruitland Park			0.008381493024%
	Groveland			0.026154034992%
	Howey-In-The-Hills			0.002981458307%
	Lady Lake			0.025048244426%
	Leesburg			0.091339390185%
	Mascotte			0.011415608025%
	Minneola			0.016058475803%
	Montverde			0.001347285057%
	Mount Dora			0.041021380070%
	Tavares			0.031820984673%
	Umatilla			0.005623371728%
Lee			3.325371883359%	
	Lee County			2.115268407509%
	Bonita Springs			0.017374893143%
	Cape Coral			0.714429677167%
	Estero			0.012080171813%
	Fort Myers			0.431100350585%
	Fort Myers Beach			0.000522935440%
	Sanibel			0.034595447702%
Leon			0.897199244939%	
	Leon County			0.471201146391%

	Tallahassee			0.425998098549%
Lewy			0.251192401748%	
	Levy County			0.200131750679%
	Bronson			0.005701448894%
	Cedar Key			0.005180329202%
	Chiefland			0.015326729337%
	Fanning Springs			0.000808007885%
	Inglis			0.004976965420%
	Otter Creek			0.000408543312%
	Williston			0.017774357715%
	Yankeetown			0.000884269303%
Liberty			0.019399452225%	
	Liberty County			0.019303217578%
	Bristol			0.000096234647%
Madison			0.063540287455%	
	Madison County			0.053145129837%
	Greenville			0.000110760631%
	Lee			0.000019973229%
	Madison			0.010264423758%
Manatee			2.721323346235%	
	Manatee County			2.201647174006%
	Anna Maria			0.009930326116%
	Bradenton			0.379930754632%
	Bradenton Beach			0.014012127744%
	Holmes Beach			0.028038781473%
	Longboat Key			0.034895046131%
	Palmetto			0.052869136132%
Marion			1.701176168960%	
	Marion County			1.303728892837%
	Bellevue			0.009799592256%
	Dunnellon			0.018400790795%
	McIntosh			0.000145259844%
	Ocala			0.368994504094%
	Reddick			0.000107129135%
Martin			0.869487298116%	

	Martin County			0.750762795758%
	Jupiter Island			0.020873839646%
	Ocean Breeze Park			0.008270732393%
	Sewall's Point			0.008356072551%
	Stuart			0.081223857767%
Miami-Dade			5.232119784173%	
	Miami-Dade County			4.282797675552%
	Aventura			0.024619727885%
	Bal Harbour			0.010041086747%
	Bay Harbor Islands			0.004272455175%
	Biscayne Park			0.001134842535%
	Coral Gables			0.071780152131%
	Cutler Bay			0.009414653668%
	Doral			0.013977628531%
	El Portal			0.000924215760%
	Florida City			0.003929278792%
	Golden Beach			0.002847092951%
	Hialeah			0.098015895785%
	Hialeah Gardens			0.005452691411%
	Homestead			0.024935668046%
	Indian Creek			0.002543863026%
	Key Biscayne			0.013683477346%
	Medley			0.008748274131%
	Miami			0.292793005448%
	Miami Beach			0.181409572478%
	Miami Gardens			0.040683650932%
	Miami Lakes			0.007836768608%
	Miami Shores			0.006287935516%
	Miami Springs			0.006169911893%
	North Bay Village			0.005160355974%
	North Miami			0.030379280717%
	North Miami Beach			0.030391990953%
	Opa-locka			0.007847663096%
	Palmetto Bay			0.007404620570%
	Pinecrest			0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake			0.023566594013%
	Belle Isle			0.010798253686%
	Eatonville			0.008325204835%
	Edgewood			0.009716067845%
	Lake Buena Vista			0.010355211161%
	Maitland			0.046728276209%
	Oakland			0.005429086686%
	Ocoee			0.066599822928%
	Orlando			1.160248481490%
	Windemere			0.007548064667%
	Winter Garden			0.056264584996%
	Winter Park			0.104903028159%
Osceola			1.073452092940%	
	Osceola County			0.837248691390%
	Kissimmee			0.162366006872%
	St. Cloud			0.073837394678%
Palm Beach			8.601594372053%	
	Palm Beach County			5.552548475026%
	Atlantis			0.018751230169%
	Belle Glade			0.020828445945%
	Boca Raton			0.472069073961%
	Boynton Beach			0.306498271771%
	Briny Breezes			0.003257452012%
	Cloud Lake			0.000188837798%
	Delray Beach			0.351846579457%
	Glen Ridge			0.000052656694%
	Golf			0.004283349663%
	Greenacres			0.076424835657%
	Gulf Stream			0.010671151322%
	Haverhill			0.001084001589%
	Highland Beach			0.032510968934%
	Hypoluxo			0.005153092982%
	Juno Beach			0.016757538804%
	Jupiter Island			0.125466374888%
	Jupiter Inlet Colony			0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

Clearwater			0.633863120196%
Dunedin			0.102440873796%
Gulfport			0.047893986460%
Indian Rocks Beach			0.008953453662%
Indian Shores			0.011323004874%
Kenneth City			0.017454786058%
Largo			0.374192990777%
Madeira Beach			0.022616957779%
North Reddington Beach			0.003820333909%
Oldsmar			0.039421706033%
Pinellas Park			0.251666311991%
Redington Beach			0.003611522882%
Redington Shores			0.006451352841%
Safety Harbor			0.038061710740%
Seminole			0.095248695748%
South Pasadena			0.029968921656%
St. Pete Beach			0.071791046619%
St. Petersburg			1.456593090134%
Tarpon Springs			0.101970595050%
Treasure Island			0.040652783215%
Polk		2.150483025298%	
Polk County			1.558049828484%
Auburndale			0.028636162584%
Bartow			0.043971970660%
Davenport			0.005305615818%
Dundee			0.005597951255%
Eagle Lake			0.002580177987%
Fort Meade			0.007702403251%
Frostproof			0.005857603227%
Haines City			0.047984773863%
Highland Park			0.000063551182%
Hillcrest Heights			0.000005447244%
Lake Alfred			0.007489960729%
Lake Hamilton			0.002540231530%
Lakeland			0.294875668468%

	Lake Wales			0.036293172134%
	Mulberry			0.005414560702%
	Polk City			0.001080370093%
	Winter Haven			0.097033576087%
Putnam			0.384893194068%	
	Putnam County			0.329225990182%
	Crescent City			0.005561636294%
	Interlachen			0.001877483489%
	Palatka			0.046955244716%
	Pomona Park			0.000379491344%
	Welaka			0.000893348043%
Santa Rosa			0.701267319513%	
	Santa Rosa County			0.592523984216%
	Gulf Breeze			0.061951507906%
	Jay			0.000159785829%
	Milton			0.046632041562%
Sarasota			2.805043857579%	
	Sarasota County			1.924315263251%
	Longboat Key			0.044489458856%
	North Port			0.209611771277%
	Sarasota			0.484279979635%
	Venice			0.142347384560%
Seminole			2.141148264544%	
	Seminole County			1.508694164839%
	Altamonte Springs			0.081305566430%
	Casselberry			0.080034542791%
	Lake Mary			0.079767627827%
	Longwood			0.061710013415%
	Oviedo			0.103130858057%
	Sanford			0.164243490362%
	Winter Springs			0.062262000824%
St. Johns			0.710333349554%	
	St. Johns County			0.656334818131%
	Hastings			0.000010894488%
	Marineland			0.000000000000%

St. Augustine			0.046510386442%
St. Augustine Beach			0.007477250493%
St. Lucie		1.506627843552%	
St. Lucie County			0.956156584302%
Fort Pierce			0.159535255654%
Port St. Lucie			0.390803453989%
St. Lucie Village			0.000132549608%
Sumter		0.326398870459%	
Sumter County			0.302273026046%
Bushnell			0.006607507174%
Center Hill			0.001312785844%
Coleman			0.000748088199%
Webster			0.001423546476%
Wildwood			0.014033916721%
Suwannee		0.191014879692%	
Suwannee County			0.161027800555%
Branford			0.000929663004%
Live Oak			0.029057416132%
Taylor		0.092181897282%	
Taylor County			0.069969851319%
Perry			0.022212045963%
Union		0.065156303224%	
Union County			0.063629259109%
Lake Butler			0.001398126003%
Raiford			0.000012710236%
Worthington Springs			0.000116207876%
Volusia		3.130329674480%	
Volusia County			1.708575342287%
Daytona Beach			0.447556475212%
Daytona Beach Shores			0.039743093439%
DeBary			0.035283616215%
DeLand			0.098983689498%
Deltona			0.199329190038%
Edgewater			0.058042202343%
Flagler Beach			0.000223337011%

Holly Hill			0.031615805143%
Lake Helen			0.004918861482%
New Smyrna Beach			0.104065968306%
Oak Hill			0.004820811087%
Orange City			0.033562287058%
Ormond Beach			0.114644516477%
Pierson			0.002333236251%
Ponce Inlet			0.023813535748%
Port Orange			0.177596501562%
South Daytona			0.045221205323%
Wakulla		0.115129321208%	
Wakulla County			0.114953193647%
Sopchoppy			0.000107129135%
St. Marks			0.000068998426%
Walton		0.268558216151%	
Walton County			0.224268489581%
DeFuniak Springs			0.017057137234%
Freeport			0.003290135477%
Paxton			0.023942453860%
Washington		0.120124444109%	
Washington County			0.104908475404%
Caryville			0.001401757499%
Chipley			0.012550450560%
Ebro			0.000221521263%
Vernon			0.000361333863%
Wausau			0.000680905521%
		100.00%	100.00%

EXHIBIT J*draft***ESCROW AGREEMENT**

This Escrow Agreement dated this ___ day of _____, 2022 (the “**Escrow Agreement**”), is entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL – DEPARTMENT OF LEGAL AFFAIRS, a GOVERNMENT ENTITY LOCATED IN THE UNITED STATES (“State”), and Wilmington Trust, National Association, as escrow agent (“**Escrow Agent**”).

RECITALS

WHEREAS, the people of the State and its communities allege that they have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain with respect to the manufacture, distribution, and dispensing of opioid products; and

WHEREAS, the State, through its Attorney General, and certain counties, cities, towns, and other municipalities, through their elected representatives and counsel, are separately engaged in litigation against many of the same Pharmaceutical Supply Chain Participants in connection with the manufacture, distribution, and dispensing of opioid products (collectively referred to as the “**Litigation**”); and

WHEREAS, certain of the Pharmaceutical Supply Chain entities have separately settled or may separately settle with the State (collectively referred to as the “**Settlements**” or individually as a “**Settlement**”) conditioned on obtaining joinder and participation in those settlements from the certain of the State’s counties, cities, towns, and other municipalities (collectively referred to as the “**Local Governments**”); and

WHEREAS, the State and its Local Governments have entered into an agreement entitled the Florida Opioid Allocation and Statewide Response Agreement (the “**Agreement**”) under which the State and its Local Governments have agreed to the allocation and distribution from the Settlements relating to the Litigation; and

WHEREAS, it is necessary for the State to enter into this Escrow Agreement with the Escrow Agent to allow for the distribution of proceeds from each of the Settlements to the Local Governments and the State pursuant to the Agreement; and

WHEREAS, the State seeks to establish this account as a Qualified Settlement Fund as that term is utilized in section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Sections 26 C.F.R. §1.468B-1 et seq.; and

WHEREAS, the State has sought and received an order from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the “**Court**”) ordering the creation of this account and approving the form of this Escrow Agreement and the State is subject to continuing jurisdiction by the Court; and

WHEREAS, the State is establishing this account to resolve or satisfy one or more contested claims with respect to the manufacture, distribution, and dispensing of opioid products against Pharmaceutical Supply Chain Participants who have settled their claims against the State and/or Local Governments arising out of alleged tortious conduct and/or violations of law; and

WHEREAS, the funds placed in the account are segregated from other funds and assets belonging to the State; and

NOW, THEREFORE, in consideration of the premises, and further consideration of the covenants set forth hereafter, it is hereby agreed mutually as follows:

ARTICLE 1 ESCROW DEPOSIT

1.1. Receipt of Escrow Property.

(a) Upon execution of this Escrow Agreement by each of the parties hereto, the State shall cause funds from a Settlement in the amount of **\$484,000,000** to be deposited into a United States Dollar denominated account (the “**Escrow Account**”) established by the Escrow Agent. The Escrow Account is set forth below:

Manufacturers & Traders Trust Co.
ABA# 031100092
A/C# 155084-000
A/C Name: Florida Opioid Settlement Fund CVS
Attn: Global Capital Markets

(b) The Escrow Agent will hold the deposit and any subsequent deposits in the Escrow Account, together with all investments thereof and all interest accumulated thereon and proceeds therefrom (the “**Escrow Property**”), in escrow upon the terms and conditions set forth in this Escrow Agreement and shall not disburse funds from the Escrow Account except as provided herein.

(c) The State may further request that Escrow Property in the CVS Account be further subdivided into sub-accounts within the CVS Account in accordance with the State’s settlement agreement with CVS Health Corporation and CVS Pharmacy, Inc. (the “CVS Agreement”). The State shall provide directions prior to or soon after deposit on how Escrow Property shall be subdivided. The State may adjust or transfer Escrow Property between sub-accounts within the CVS Account after receipt consistent with the terms of the CVS Agreement. Based on the CVS Agreement it is expected that the CVS Account may be divided into five sub-accounts: (1) a State sub-account; (2) a city/county or subdivision sub-account; (3) an abatement sub-account; (4) a State attorney’s fees and costs sub-account; and (5) a Local Government attorney’s fee and costs sub-account.

1.2. Investments.

(a) The Escrow Agent shall invest the Escrow Property in accordance with the written instructions provided to the Escrow Agent and signed by the State in such investments (i) as shall from time to time be selected by the State and (ii) be investments the Escrow Agent is able to hold. In all events, the proceeds shall be managed in a manner designed to preserve principal and accrue income by investing in instruments/securities comprised of (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities including SEC registered money market funds and collateralized money market accounts; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts, and certificates of deposit subject to Federal Depository Insurance Corporation protections as available. In the absence of written investment instructions from the State, the Escrow Agent shall hold the Escrow Property un-invested, without interest thereon. For the avoidance of doubt, any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 below. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected

funds. The Escrow Agent shall not be liable for collection items until such proceeds have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(c) In the event that market conditions are such that negative interest applies to amounts deposited with the Escrow Agent, the State shall be responsible for the payment of such interest and the Escrow Agent shall be entitled to deduct from amounts on deposit with it an amount necessary to pay such negative interest. For the avoidance of doubt, the indemnification protections afforded to the Escrow Agent under Section 3.1 of this Agreement shall cover any interest-related expenses (including, but not limited to, negative interest) incurred by the Escrow Agent in the performance of its duties hereunder.

1.3. Disbursements.

(a) The State shall provide direction to Escrow Agent of any disbursement of Escrow Property and all directions shall be in writing (a “Written Direction” and as used herein, the term “Written Direction” may refer, variably, to a writing substantially in the form of either Exhibit “A-1” or Exhibit “A-2,” as the context may require). It is expected that disbursements of Escrow Property will happen periodically depending on the terms of the Settlements. It is expected that at least two disbursements will be made in the first calendar year of the Escrow Agreement.

(b) In the event that Escrow Agent makes any payment to any other party pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Account or another party or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the recipient shall repay to the Escrow Agent upon written request the amount so paid to it.

(c) The Escrow Agent shall, in its sole discretion, comply with judgments or orders issued or process entered by any court with respect to the Escrow Property, including without limitation any attachment, levy or garnishment, without any obligation to determine such court's jurisdiction in the matter and in accordance with its normal business practices. If the Escrow Agent complies with any such judgment, order or process, then Escrow Agent shall not be liable to the State or any other person by reason of such compliance, regardless of the final disposition of any such judgment, order or process.

(d) The State understands and agrees that the Escrow Agent shall have no obligation or duty to act upon a Written Direction delivered to the Escrow Agent for the disbursement of Escrow Property under this Escrow Agreement if such Written Direction is not (i) in writing, (ii) signed by, in the case of the State, any individual designated by the State on Exhibit B hereto (each such individual an “**Authorized Representative**”), and (iii) delivered to, and able to be authenticated by, the Escrow Agent in accordance with Section 1.5.

(e) Upon request, the Escrow Agent will furnish monthly statements to the State setting forth the activity in the Escrow Account. Upon request by the State, the Escrow Agent will furnish monthly statements to CVS Health Corporation and CVS Pharmacy, Inc. setting forth the activity in the CVS Account (including all constituent sub-accounts of the CVS Account). the Escrow Agent will furnish monthly statements to that Pharmaceutical Supply Chain Participant setting forth the activity in that Pharmaceutical Supply Chain Participant's Sub-Fund (including all constituent sub-funds of that Sub-Fund) within the Escrow Account.

(f) The State may specify in a Written Direction whether the Escrow Property shall be disbursed by way of wire transfer or check. If the written notice for the disbursement of funds does not so specify the disbursement means, the Escrow Agent may disburse the Escrow Property by any means chosen by the Escrow Agent.

1.4. Written Direction and Other Instruction.

(a) With respect to any Written Direction or any other notice, direction or other instruction required to be delivered by the State to the Escrow Agent under this Escrow Agreement, the Escrow Agent is authorized to follow and rely upon any and all such instructions given to it from time to time if the Escrow Agent believes, in good faith, that such instruction is genuine and to have been signed by an Authorized Representative of the State. The Escrow Agent shall have no duty or obligation to verify that the person who sent such instruction is, in fact, a person duly authorized to give instructions on behalf of the State, other than to verify that the signature of the Authorized Representative on any such instruction appears to be the signature of such person. The State acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent, and that there may be more secure methods of transmitting instructions other than the method selected by the State. The Escrow Agent shall have no responsibility or liability for any loss which may result from:

(i) any action taken or not taken by the Escrow Agent in good faith reliance on any such signatures, telephonic and email confirmations or instructions;

(ii) the State's reliance upon or use of any particular method of delivering instructions to the Escrow Agent, including the risk of interception of such instruction and misuse by third parties; or

(iii) any officer or Authorized Representative named in an incumbency certificate or Exhibit B delivered hereunder prior to actual receipt by the Escrow Agent of a more current incumbency certificate or an updated Exhibit B and a reasonable time for the Escrow Agent to act upon such updated or more current certificate or Exhibit.

(b) The State may, at any time, update Exhibit B by signing and submitting to the Escrow Agent an updated Exhibit. An updated Exhibit B shall constitute a Written Direction that is subject to the authentication and security requirements set forth in Section 1.5 below. Any updated Exhibit shall not be effective unless the Escrow Agent countersigns a copy thereof. The Escrow Agent shall be entitled to a reasonable time to act to implement any changes on an updated Exhibit.

1.5. Delivery and Authentication of Written Direction.

(a) A Written Direction must be delivered to the Escrow Agent by one of the delivery methods set forth in Section 4.3.

(b) The State and the Escrow Agent hereby agree that the following security procedures will be used to verify the authenticity of a Written Direction delivered by the State to the Escrow Agent under this Escrow Agreement:

(i) The Written Direction must include the name and signature of the person delivering the disbursement request to the Escrow Agent. The Escrow Agent will check that the name and signature of the person identified on the Written Direction appears to be the same as the name and signature of an Authorized Representative;

(ii) The Escrow Agent will make a telephone call to the Authorized Representative purporting to deliver the Written Direction (which Authorized Representative shall be the same as the Authorized Representative who delivered the Written Direction) at any telephone number for such Authorized Representative as set forth on Exhibit B, as applicable, to obtain oral confirmation of delivery of the Written Direction; and

(iii) If the Written Direction is sent by email to the Escrow Agent, the Escrow Agent also shall review such email address to verify that it appears to have been sent from an email address for an Authorized Representative as set forth on Exhibit B, or from an email address for a person authorized under Exhibit B, to email a Written Direction to the Escrow Agent on behalf of the Authorized Representative).

(c) The State acknowledges and agrees that given its particular circumstances, including the nature of its business, the size, type and frequency of its instructions, transactions and files, internal procedures and systems, the alternative security procedures offered by the Escrow Agent and the security procedures in general use by other customers and banks similarly situated, the security procedures set forth in this Section 1.5 are a commercially reasonable method of verifying the authenticity of a payment order in a Written Direction.

(d) The Escrow Agent is authorized to execute and the State expressly agrees to be bound by any payment order in a Written Direction issued in its name (and associated funds transfer) (i) that is accepted by the Escrow Agent in accordance with the security procedures set forth in this Section 1.5, whether or not authorized by the State and/or (ii) that is authorized by or on behalf of the State or for which the State is otherwise bound under the law of agency, whether or not the security procedures set forth in this Section 1.5 were followed, and to debit the Escrow Account for the amount of the payment order. Notwithstanding anything else, the Escrow Agent shall be deemed to have acted in good faith and without negligence, gross negligence or misconduct if the Escrow Agent is authorized to execute the payment order under this Section 1.5. Any action taken by the Escrow Agent pursuant to this Section 1.5 prior to the Escrow Agent's actual receipt and acknowledgement of a notice of revocation, cancellation or amendment of a Written Direction shall not be affected by such notice of revocation, cancellation or amendment of a Written Direction.

(e) The security procedures set forth in this Section 1.5 are intended to verify the authenticity of payment orders provided to the Escrow Agent and are not designed to, and do not, detect errors in the transmission or content of any payment order. The Escrow Agent is not responsible for detecting an error in the payment order, regardless of whether the State believes the error was apparent, and the Escrow Agent is not liable for any losses arising from any failure to detect an error.

(f) When instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), the Escrow Agent, and any other banks participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party

different than the party named. The State agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Escrow Agent hereunder.

(g) The Escrow Agent shall not be obliged to make any payment requested under this Escrow Agreement if it is unable to validate the authenticity of the request by the security procedures set forth in this Section 1.5. The Escrow Agent's inability to confirm a payment order may result in a delay or failure to act on that payment order. Notwithstanding anything else in this Escrow Agreement, the Escrow Agent shall not be required to treat a payment order as having been received until the Escrow Agent has authenticated it pursuant to the security procedures in this Section 1.5 and shall not be liable or responsible for any losses arising in relation to such delay or failure to act.

1.6. Income Tax Allocation and Reporting.

(a) The Escrow Account shall be treated at all times as a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1. The State and Escrow Agent, in cooperation with settling Pharmaceutical Supply Chain Participants shall jointly and timely take such actions as necessary or advisable to qualify the Escrow Account as a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1 and fulfill the requirements of such Treasury Regulation, including making a "relation-back election" under Treas. Reg. § 1.468B-1(j)(2), if applicable, to the earliest permitted date. If applicable, Settlement Fund Administrator (as defined below) will prepare, or cause to have prepared, the "relation-back election" pursuant to Treas. Reg. § 1.468B-1(j)(2) for execution by the relevant settling Pharmaceutical Supply Chain Participants and the State and attach to it the Escrow Account's first income tax return. For purposes of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Escrow Account shall be Wilmington Trust National Association as the settlement fund administrator (the "Settlement Fund Administrator") and Settlement Fund Administrator shall take all actions to ensure that the Settlement Fund Administrator qualifies as such. Settlement Fund Administrator shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required or advisable under Treas. Reg. § 1.468B-1. Settlement Fund Administrator will obtain an employer identification number for the Escrow Account and timely prepare, or cause to have prepared, a "Regulation Section 1.468B-3 Statement" pursuant to Treas. Reg. § 1.468B-3(e) on behalf of the settling Pharmaceutical Supply Chain Participants and provide copies to each settling Pharmaceutical Supply Chain Participant's counsel for review and approval. Settlement Fund Administrator shall timely and properly prepare and file any informational and other tax returns (including state, local or foreign) necessary or advisable with respect to the Escrow Account and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. § 1.468B-2(k), and to the extent applicable Treas. Reg. § 1.468B-2(1).

(b) Prior to the execution of this Escrow Agreement, or within two days thereafter, the State shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The State understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. Settlement Fund Administrator shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. No settling

Pharmaceutical Supply Chain Participant nor their respective counsel shall have any liability or responsibility for taxes or tax expenses, for preparing (or paying for others to prepare) tax returns, tax reports, or calculation of any tax payments, or for obtaining or maintaining the tax status desired for the Escrow Account. If any portion of the Escrow Account is returned to a settling Pharmaceutical Supply Chain Participant pursuant to the terms of a Settlement, that settling Pharmaceutical Supply Chain Participant shall provide Escrow Agent with a properly completed IRS Form W-9.

1.7. Termination. This Escrow Agreement shall terminate on December 31, 2039, at which time the Escrow Agent is authorized and directed to disburse the Escrow Property in accordance with Section 1.3 (Disbursements) and this Escrow Agreement shall be of no further force and effect, except that the provisions of Sections 1.6 (Tax Allocation and Reporting), and 3.2 (Limitation of Liability) hereof shall survive termination.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties expressly and specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to the State or any other person under this Escrow Agreement or otherwise. The Escrow Agent will not be responsible or liable for the failure of the State to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the parties and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent acts hereunder as escrow agent only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof. The Escrow Agent shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the Escrow Property, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement, any other agreement or otherwise.

All rights, protections, privileges, indemnities and benefits granted or afforded the Escrow Agent under this Agreement shall be deemed applicable to all actions taken, suffered or omitted by the Settlement Fund Administrator under this Agreement. Additionally, information provided to Wilmington Trust in its capacity as Escrow Agent will not be imputed to be known by the Settlement Fund Administrator unless Wilmington Trust in that capacity has been made aware of such information as well.

2.2. Rights of the Escrow Agent. No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with

this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. The Escrow Agent shall be protected in acting upon any written instruction, notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement, provided that the Escrow Agent complies with the security procedures governing written instructions set forth in Section 1.5 above.

2.3. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees and shall not be responsible for the acts or omissions of such agents, representatives, attorneys, custodians or nominees appointed with due care.

2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

3.1. Indemnification. The Escrow Agent shall have a first lien against the Escrow Account to secure the obligations of the parties hereunder. The terms of this paragraph shall survive termination of this Escrow Agreement.

3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS ESCROW AGREEMENT, THE ESCROW ACCOUNT, THE ESCROW PROPERTY, OR THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S NEGLIGENCE, OR WILLFUL MISCONDUCT, (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION, OR (III) ANY AMOUNT IN EXCESS OF THE VALUE OF THE ESCROW PROPERTY.

3.3. Resignation or Removal. The Escrow Agent may, at any time, resign as escrow agent hereunder by furnishing written notice of its resignation to the State. At such time, all fees and expenses to which the Escrow Agent is entitled shall be immediately due and payable to Escrow Agent. The State may remove the Escrow Agent by furnishing to the Escrow Agent a written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the State, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If

the State has failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent shall be entitled, at its sole discretion and at the expense of State, to petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the State.

3.4. Compensation. (a) The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by the State. Such compensation is intended for the Escrow Agent's services as contemplated by this Escrow Agreement. In addition to such compensation, in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, then the Escrow Agent shall be compensated for such extraordinary services and any services or work performed by Escrow Agent in connection with any delay, controversy, and reimbursed for all costs and expenses.

The terms of this Section 3.4 shall survive termination of this Escrow Agreement.

3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, refuse to act until the Escrow Agent (a) receives a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Property or (b) receives a written instruction, executed by each of the parties involved in such disagreement or dispute, in a form reasonably acceptable to the Escrow Agent, directing delivery of the Escrow Property. The Escrow Agent will be entitled to act on any such written instruction or final, non-appealable order of a court of competent jurisdiction without further question, inquiry or consent. The Escrow Agent may file an interpleader action in a state or federal court, and upon the filing thereof, the Escrow Agent will be relieved of all liability as to the Escrow Property and will be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. In the event the Escrow Agent receives conflicting instructions hereunder, the Escrow Agent shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of the Escrow Agent.

3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or

decree it shall not be liable to the State or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

3.8. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities including but not limited to, computer (hardware or software), payment systems, or communications services; hacking, cyber-attacks or other unauthorized infiltration of Escrow Agent's information technology infrastructure; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

3.9. Compliance with Legal Orders. The Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability to the State premised on the contention that the Escrow Agent should not have sought or relied on the advice of counsel.

3.10. No Financial Obligation. The Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security which it deems, in its sole and absolute discretion, to be satisfactory.

ARTICLE 4 MISCELLANEOUS

4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the State and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the State and the Escrow Agent shall be binding unless and until written notice of such assignment shall be delivered to the other party and the Escrow Agent and shall require the prior written consent of the other party and the Escrow Agent (such consent not to be unreasonably withheld).

4.2. Escheat. The State is aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the State or any other party, should any or all of the Escrow Property escheat by operation of law.

4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, (iv) by mail or by certified mail, return receipt requested, and postage prepaid, or (v) by electronic transmission; including by way of e-mail (as long as such email is accompanied by a PDF or similar version of the relevant document bearing the signature of an Authorized Representative for the party sending the notice) with email confirmation of receipt. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the State to notify the Escrow Agent in writing of any name or

address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to the State:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: John Guard, Chief Deputy Attorney General
Telephone: (850) 544-8303
Facsimile:
Email address: john.guard@myfloridalegal.com

With a copy to:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: Sabrina Donovan, Director of Administration
Telephone: (850) 414-3535
Facsimile:
Email address: sabrina.donovan@myfloridalegal.com

And a copy to:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: Greg Slempp, Senior Assistant Attorney General
Telephone: (850) 414-3300
Facsimile:
Email address: greg.slempp@myfloridalegal.com

And a copy to:

Drake Martin
Drake Martin Law Firm
PO Box 4787
Santa Rosa Beach, FL 32459-4787
Telephone: (850) 608-3140
Facsimile:
Email address: drake@drakemartinlawfirm.com

And a copy to:

Thomas S. Moffatt
Vice President, Assistant Secretary, and Senior Legal Counsel
for CVS Health Corporation and CVS Pharmacy, Inc.
One CVS Drive
MC 1160
Woonsocket, RI 02895
Telephone: (401) 770-5409
Email address: thomas.moffatt@cvshealth.com

If to the Escrow Agent:

Wilmington Trust, National Association
Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890
Attn: Beth Andrews
Telephone: (302) 636-6680
Email address: bandrews@wilmingtontrust.com

4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any laws relating to choice of laws (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4.5. Venue. The State and the Escrow Agent hereby consent to the exclusive personal jurisdiction of the courts located in **New Castle County in the State of Delaware** in the event of a dispute arising out of or under this Escrow Agreement. The State and the Escrow Agent hereby irrevocably waives any objection to the laying of the venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in such suit, action or proceeding.

4.6. Entire Agreement. This Escrow Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to the Escrow Property and supersedes all prior agreements and understandings, oral or written. If a court of competent jurisdiction declares a provision invalid, it will be ineffective only to the extent of the invalidity, so that the remainder of the provision and Escrow Agreement will continue in full force and effect. In the event of any direct conflict of the terms of this Escrow Agreement with the terms of the Agreement, as with respect to the rights of the State and the Local Governments, the terms of the Agreement shall control and prevail; provided, in no event shall the Escrow Agent be bound by the terms of the Agreement. This Escrow Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies.

4.7. Amendment. This Escrow Agreement may be amended, modified, supplemented, superseded, rescinded, or canceled only by a written instrument executed by the State and the Escrow Agent; provided that Exhibit B, as applicable, may be amended at any time in accordance with Section 1.4.

4.8. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

4.9. Interpretation. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement. Unless otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Any references to an Exhibit is a reference to an Exhibit of this Escrow Agreement.

4.10. Electronic Signatures; Facsimile Signatures; Counterparts. This Escrow Agreement may be executed in one or more counterparts. Such execution of counterparts may occur by manual signature,

electronic signature, facsimile signature, manual signature transmitted by means of facsimile transmission or manual signature contained in an imaged document attached to an email transmission, and any such execution that is not by manual signature shall have the same legal effect, validity and enforceability as a manual signature. Each such counterpart executed in accordance with the foregoing shall be deemed an original, with all such counterparts together constituting one and the same instrument. The exchange of executed copies of this Escrow Agreement or of executed signature pages to this Escrow Agreement by electronic transmission, facsimile transmission or as an imaged document attached to an email transmission shall constitute effective execution and delivery hereof. Any copy of this Escrow Agreement which is fully executed and transmitted in accordance with the terms hereof may be used for all purposes in lieu of a manually executed copy of this Escrow Agreement and shall have the same legal effect, validity and enforceability as if executed by manual signature.

4.11. Waiver of Jury Trial. **THE STATE HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.**

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

STATE

By: _____

Name:

Title:

Date:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____

Name:

Title:

Date:



EXHIBIT A-1
Form of Written Direction

VIA [DELIVERY METHOD]:

[date]

Wilmington Trust, National Association
 [Corporate Client Services
 1100 N. Market Street
 Wilmington, DE 19890]
 Attention: [name]

Re: Escrow Account No.: [##], [escrow account name]

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated as of _____, 20__ entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL- DEPARTMENT OF LEGAL AFFAIRS (“**State**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “**Escrow Agent**”). Capitalized terms defined in the Escrow Agreement shall have the same meanings when used herein. This letter is a Written Direction referred to in Section 1.3(a) of the Escrow Agreement.

The State of Florida, Office of Attorney General- Department of Legal A hereby instructs the Escrow Agent to release the funds in the Escrow Account in the amounts, and to the account(s), as follows:

Amount:	
Beneficiary Bank Name:	
Beneficiary Bank Address Line 1:	
Beneficiary Bank Address Line 2:	
Beneficiary Bank Address Line 3:	
ABA#:	
SWIFT#:	
Beneficiary Account Title:	
Beneficiary Account No./IBAN:	
Beneficiary Address Line 1:	
Beneficiary Address	



Line 2:	
Beneficiary Address Line 3:	
Additional Information:	

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

By: _____
Name:
Title:
Date:



EXHIBIT A-2
Form of Written Direction

VIA [DELIVERY METHOD]:

[date]

Wilmington Trust, National Association
[Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890]
Attention: [name]

Re: Escrow Account No.: [##], [escrow account name]

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated as of _____, 20__ entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL- DEPARTMENT OF LEGAL AFFAIRS (“**State**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “**Escrow Agent**”). Capitalized terms defined in the Escrow Agreement shall have the same meanings when used herein. This letter is a Written Direction referred to in Section 1.3(a) of the Escrow Agreement.

The State of Florida, Office of Attorney General- Department of Legal Affairs hereby instructs the Escrow Agent to release the funds in the Escrow Account in the amounts, and to the account(s), according to the attached spreadsheet.

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

By: _____

Name:

Title:

Date:



[SEE ATTACHED]

EXHIBIT B

**CERTIFICATE AS TO AUTHORIZED SIGNATURES
OF THE STATE**

The State hereby designates each of the following persons as its Authorized Representative for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Account established under this Escrow Agreement to which this Exhibit B is attached, on behalf of the State.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:



E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

COMPLETE BELOW TO UPDATE EXHIBIT B

If the State wishes to change the names or details of any of its Authorized Representatives, the State must complete, sign and send to Escrow Agent an updated copy of this Exhibit B-1 with such changes. Any updated Exhibit B shall be effective once signed by the State and Escrow Agent and shall entirely supersede and replace any prior Exhibit B attached to this Escrow Agreement or submitted to Escrow Agent.

STATE

By: _____
 Name:
 Title:
 Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
 Name:
 Title:
 Date:

Internal Use Only:

- Updated details of Authorized Representatives completed in full
- Signed by a representative of the State per relevant board resolutions/certificate of incumbency on file (if relevant).
- Call-back performed to the State to confirm authenticity of updated Exhibit B:

Person Called: _____ Date of Call: _____ Time of Call: ____ am/pm

Reviewed by (name): _____ Signature: _____ Date: _____



EXHIBIT C

Fees of Escrow Agent

Acceptance Fee: **waived**

Initial Fees as they relate to Wilmington Trust, N.A. acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s). **Acceptance Fee payable prior to, or within one business day after, the Escrow Agreement is executed by all parties.**

Escrow Agent Administration Fee: **\$10,000.00**

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable parties. This fee shall be payable annually.

Disbursement Fee:

Initial disbursement by wire:	\$100/disbursement
Initial disbursement by check:	\$75/disbursement
For each subsequent disbursement to an existing payee:	\$40/disbursement

Wilmington Trust, N.A.'s fees are based on the following assumptions:

- Number of Escrow Accounts to be established: One (1)
- Estimated Term of Escrow Agreement: TBD
- Investment of Escrow Property in: TBD

Out-of-Pocket Expenses: **Billed At Cost**

EXHIBIT K

PAYMENT SCHEDULE

Payment #	Payment Amount	Due Date
Payment #1	\$68,444,444.44	Per Section C.1.(a) of the Settlement Agreement, the first installment of the Remediation Payment (\$24,444,444.44) shall be paid on the later of (a) seven (7) days after the Effective Date of the Release, or (b) seven (7) days after (i) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (ii) CVS has received a W-9 and wire instructions for the Qualified Settlement Fund. The Litigation Costs Payments (\$44,000,000) shall be made on that date except as otherwise ordered by the Court.
Payment #2	\$24,444,444.44	May 15, 2023
Payment #3	\$24,444,444.44	May 15, 2024
Payment #4	\$24,444,444.44	May 15, 2025
Payment #5	\$24,444,444.44	May 15, 2026
Payment #6	\$24,444,444.44	May 15, 2027
Payment #7	\$24,444,444.44	May 15, 2028
Payment #8	\$24,444,444.44	May 15, 2029
Payment #9	\$24,444,444.44	May 15, 2030
Payment #10	\$24,444,444.44	May 15, 2031
Payment #11	\$24,444,444.44	May 15, 2032
Payment #12	\$24,444,444.44	May 15, 2033
Payment #13	\$24,444,444.44	May 15, 2034
Payment #14	\$24,444,444.44	May 15, 2035
Payment #15	\$24,444,444.44	May 15, 2036
Payment #16	\$24,444,444.44	May 15, 2037
Payment #17	\$24,444,444.44	May 15, 2038
Payment #18	\$24,444,444.44	May 15, 2039

*This is subject to modification pursuant to Section 20 or 21 of the Settlement Agreement and Release. In accordance with Section 20, any reduction in the payment period thereunder shall result in a net-present-value reduction to the Remediation Payment calculated at eight percent (8%) per annum.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into this 29th day of March, 2022, between Teva, (defined below) and the State of Florida and its Office of the Attorney General (“Plaintiff” or “State”) (collectively, the “Settling Parties”), in the lawsuit captioned *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma, L.P., et al.* (Case No. 2018-CA-001438) (Fla. Cir. Ct. Pasco County) (the “Florida AG Action”). This Settlement Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof (the “Settlement”).

WHEREAS, Plaintiff filed its complaint in the Florida AG Action (i) alleging, among other things, that Teva, among others, violated Florida law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in a public nuisance in Florida; (ii) alleging that Teva, among others, violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; (iii) alleging that Teva, among others, violated Fla. Stat. § 895.03(3), (4); and (iv) asserting Claims (as defined below) for damages, equitable abatement, civil penalties, attorneys’ fees and reimbursed litigation costs, and other relief;

WHEREAS, Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens;

WHEREAS, numerous Litigating Subdivisions (defined below) have filed Actions (defined below) in various forums against Teva, among others, raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct (defined below) and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action;

WHEREAS, there are numerous Subdivisions (defined below) that are not Litigating Subdivisions (“Non-Litigating Subdivisions”) that could seek to file additional Actions raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action and the Actions filed by Litigating Subdivisions;

WHEREAS, Teva (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiff in the Florida AG Action and by the Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Teva arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Florida AG Action or in other Actions already brought by Litigating Subdivisions or that could be brought by such plaintiffs or by Non-Litigating Subdivisions, and contend that the factual allegations made in the Florida AG Action and the Litigating Subdivisions’ Actions relating to Teva are false and materially inaccurate; (iii) denies that Plaintiff, or any Litigating Subdivision, or any other Subdivision, or any Florida resident, was harmed by any conduct of Teva alleged in the Florida AG Action, the Litigating Subdivisions’ Actions, or otherwise; (iv) denies liability, expressly denies any wrongdoing, and denies Teva violated any federal or state statute or common law; and (v) maintains that Teva would be able to successfully defend against Plaintiff’s Claims and allegations at trial, that the facts do not support the

allegations, that Teva engaged in any misconduct or unlawful activity and that Teva's conduct caused no harm to Plaintiff or to the Litigating Subdivisions, other Subdivisions, or any Florida residents;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Florida AG Action and any other Actions;

WHEREAS, the Parties have each considered the costs and delays and uncertainty associated with the continued prosecution and defense of the Florida AG Action and the other Actions;

WHEREAS, the Parties believe the Settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, Plaintiff has concluded that the terms of the Settlement are fair, reasonable and adequate and in the best interest of Plaintiff and all Subdivisions and Florida citizens and residents;

WHEREAS, Plaintiff has determined that continuation or commencement of Actions against Teva by Litigating Subdivisions or other Subdivisions would unduly interfere with Plaintiff's litigation authority to bring and resolve litigation in which the State has an interest and frustrate Plaintiff's efforts to obtain a favorable settlement;

WHEREAS, the Parties agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be a concession as to any Claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by Teva, or evidence of the truth of any of the Claims, allegations, denials, or defenses made in the Florida AG Action or the Litigating Subdivisions' Actions; and

WHEREAS, arm's-length settlement negotiations have taken place over the course of several weeks between Teva and Plaintiff;

WHEREAS, Plaintiff views prompt settlement on the terms enclosed herein to be in the public interest and crucial to the State of Florida and its citizens; recognizes that Subdivisions may, notwithstanding their willingness to sign on to this settlement, wish to reserve the right to challenge the Attorney General's authority to bind them in other litigation that does not arise out of or relate to the Covered Conduct; and represents that Plaintiff shall not use those Subdivisions' acceptance of the terms of this Settlement as precedent in any litigation matter that does not arise out of or relate to the Covered Conduct;

NOW, THEREFORE, IT IS HEREBY AGREED by and between Plaintiff and Teva by and through their respective counsel, as follows:

A. **Definitions.** As used in this Agreement, the following capitalized terms have the meanings specified below.

(a) “Actions” means the Florida AG Action and any lawsuit by a Subdivision asserting any Released Claim against any Releasee.

(b) “Agreement,” “Settlement” or “Settlement Agreement” means this Settlement Agreement, together with any exhibits attached hereto, which are incorporated herein by reference.

(c) “Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

(d) “Bar” means either: (1) a law barring all Subdivisions in the State of Florida from maintaining Released Claims against Releasees (either through a direct bar or through a grant of authority to release Claims and the exercise of such authority in full); or, (2) a ruling by the Florida Supreme Court (or a District Court of Appeal if a decision is not subject to further review by the Florida Supreme Court) setting forth the general principle that Subdivisions in the State of Florida may not maintain any Released Claims against Releasees, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Releasee (apart from the payments by Teva contemplated under this Agreement) shall not constitute a Bar.

(e) “Claim” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative or regulatory remedy whatsoever.

(f) “Claim-Over” means a Claim asserted by any entity that is not a Releasor against a Releasee on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) asserted by a Releasor.

(g) “Consent Judgment” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the

Consent Judgment attached hereto as Exhibit H, which provides for the release set forth below and the dismissal with prejudice of any Released Claims that the State of Florida Office of the Attorney General has brought against Releasees, on the terms and conditions specified herein.

(h) “Court” means the Sixth Judicial Circuit Court in and for Pasco County, State of Florida.

(i) “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date of the Release (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) arising from or relating in any way to: (1) the availability, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Releasee; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, applying for quota for, procuring quota for, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to, precursor or component Products, including, but not limited to, natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, active pharmaceutical ingredients, drug substances or any related intermediate Products; and, (5) diversion control programs or suspicious order monitoring.

(j) “Effective Date of the Agreement” means 3 business days after the Initial Participation Date, provided that either a Bar exists or a mutually sufficient number of Subdivisions have become Participating Subdivisions by the Initial Participation Date. The Parties may alter the Effective Date of the Agreement by mutual written agreement.

(k) “Effective Date of the Release” means the date on which the Court enters the Consent Judgment.

(l) “Execution Date” means the date on which this Agreement is executed by the last party to do so.

(m) “Initial Participation Date” means the date by which Litigating Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 30 days after the Execution Date. The Parties may alter the Initial Participation Date by mutual written agreement.

(n) “Litigating Subdivision” means a Subdivision (or Subdivision official) that has brought any Released Claim against any Releasees on or before December 31, 2021, including, but not limited to, the agreed list of Litigating Subdivisions set forth in Exhibit A.

(o) “Litigation Costs” means attorneys’ fees and investigative and litigation costs and expenses incurred in connection with Claims asserted against any Releasee in the Florida AG Action or any Litigating Subdivision’s Action.

(p) “Non-Joining Subdivision” means any Litigating Subdivision or Principal Subdivision that does not execute a subdivision settlement participation form attached as Exhibit D by the Post Effective Date Sign-on Deadline.

(q) “Non-Litigating Subdivision” means a Subdivision that is not a Litigating Subdivision.

(r) “Non-Participating Subdivision” means a Subdivision that is not or is not yet a Participating Subdivision.

(s) “Opioid Remediation” means care, treatment and other programs and expenditures (including reimbursement for past such programs or expenditures, except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit C provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.¹ Teva denies that such relief comprises cognizable abatement.

(t) “Participating Subdivision” means any Subdivision that executes a subdivision settlement participation form attached as Exhibit D.

(u) “Parties” and “Settling Parties” means Teva and Plaintiff, with each being a “Party” and “Settling Party.”

(v) “Post-Effective Date Sign-on Deadline” means the deadline for Subdivisions to execute a subdivision settlement participation form attached as Exhibit D, which shall be 150 days after the Effective Date of the Agreement.

(w) “Principal Subdivision” means: (1) a County, regardless of population; or (2) a Subdivision that is not a County, but is a General Purpose Government entity (including a municipality, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government) with a population of more than 10,000, including, but not limited to, the agreed list of Principal Subdivisions attached hereto as Exhibit A.

¹ Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person.

(x) “Product” means any chemical substance, whether licit or illicit, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, a muscle relaxer, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, chlordiazepoxide, clobazam, clorazepate, flurazepam, lorazepam, temazepam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this definition prohibits a Releasor from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Execution Date.

(y) “Qualified Settlement Fund” means the Florida Qualified Settlement Fund contemplated by this Agreement, into which all payments by Teva shall be made and which shall be established under the authority and jurisdiction of the Court and which shall be a “qualified settlement fund” within the meaning of 26 C.F.R. § 1.468B-1.

(z) “Qualified Settlement Fund Administrator” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement as Exhibit E.

(aa) “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the Release. Without limiting the foregoing, Released Claims include any Claims that have been asserted against the Releasees by Plaintiff or any Litigating Subdivision in any federal, state or local Action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those Actions or in any comparable Action or proceeding brought by Plaintiff, any of its Subdivisions, or any Releasor (whether or not such State, Subdivision, or Releasor has brought such Action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such

Claims relate to Covered Conduct. The Parties intend that this term, “Released Claims,” be interpreted broadly. This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Releasees may assert as a defense or otherwise argue that the Remediation Payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought or maintained by any Subdivision in the future that would have been Released Claims if they had been brought by a Releasor against a Releasee.

(bb) “Releasees” means: (i) Teva; (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims.

(cc) “Releasors” means with respect to Released Claims: (1) the State; (2) without limitation, all of the State of Florida’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind, including without limitation the Florida Attorney General, Florida Board of Pharmacy, Florida Department of Health, and Florida Department of Business and Professional Regulation, and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (3) each Participating Subdivision; and (4) without limitation and to the maximum extent of the power of each of the State, the Florida Attorney General and/or Participating Subdivision to release Claims, (a) the State of Florida’s and each Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other special districts in the State of Florida, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Florida or any Subdivision in the State of Florida, whether or not any of them participates in this Agreement. Nothing in this definition shall be construed to limit the definition of “Subdivision” in subsection A(ii) below. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide a subdivision settlement participation form (attached as Exhibit D) providing for a release to the fullest extent of the Participating Subdivision’s authority, an executed copy of which shall be attached as an exhibit to and deemed to be a part of this Agreement.

(dd) “Settlement Amount” means \$177,114,999, to be used for opioid remediation.

(ee) “Settlement Payment” means \$194,826,499, reflecting the total cash payment inclusive of the Settlement Amount (\$177,114,999), the State’s outside counsel Litigation Costs (\$8,855,750), and the Litigation Costs of Litigating Subdivisions (\$8,855,750).

(ff) “Settlement Product” means “Naloxone Hydrochloride Nasal Spray” (4 mg strength) that is listed in Teva’s then-current generics catalog, which can be viewed at www.tevagenetics.com, and is provided to the State as part of the settlement, at no cost as set forth in Section C.2 and Exhibit K.

(gg) “State Outside Litigation Counsel” means Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.; Drake Martin Law Firm, LLC; Harrison Rivard Duncan & Buzzett, Chartered; Newsome Melton, P.A.; and Curry Law Group, P.A.

(hh) “State-Subdivision Agreement” means a separate agreement among Plaintiff and all Participating Subdivisions providing for an allocation of, among other things, the Settlement Payment (defined below). The State-Subdivision Agreement is attached hereto as Exhibit I.

(ii) “Subdivision” means (1) any General Purpose Government entity (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed or could file a lawsuit that includes a Released Claim against a Releasee in a direct, *parens patriae*, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State.

(jj) “Teva” means (i) Teva Pharmaceutical Industries Ltd. and, (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, and insurers (in their capacity as such), and (iii) all of the foregoing respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys, and insurers of the foregoing entities and persons referenced in clauses (i) and (ii) above for actions or omissions that occurred during and related to

their work for, or employment with, any of the foregoing entities with respect to the Released Claims.

B. Release and Dismissals in the Florida AG Action and other Actions.

1. It is the intention of the Settling Parties to fully and finally resolve all Released Claims that have been or could be brought against the Releasees by Plaintiff or any Subdivision with respect to the Covered Conduct, and that the release of such Claims does not affect Plaintiff's or the Subdivisions' Claims as to any other defendant. Plaintiff represents and warrants that it will use its best efforts to obtain a consensual release of any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Regardless whether such consensual release is obtained, Plaintiff represents and warrants under this Agreement that it is exercising its authority under law to release any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Plaintiff further represents and warrants that it will use all available authority to bind, and under this Agreement is exercising such authority to bind, Plaintiff and all Subdivisions, including all Litigating Subdivisions and Non-Litigating Subdivisions, regardless of whether they become Participating Subdivisions or Non-Joining Subdivisions, to the terms of this Agreement.

2. In addition to the general release and dismissal to be provided by Plaintiff set forth in Sections D.1 & D.2, Plaintiff will deliver to Teva signed agreements from: (a) each Subdivision that executes a signed agreement by the Initial Participation Date; and (b) each Subdivision that executes a signed agreement by the Post-Effective Date Sign-on Deadline (i.e., within 150 days following the Effective Date of the Agreement). Such agreements shall include:

(a) the Subdivision's acceptance of the terms and conditions of this Agreement by signing the subdivision settlement participation form attached as Exhibit D;

(b) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to implement an immediate cessation of any and all litigation activities relating to such Litigating Subdivision's Action as to all Releasees;

(c) in the case of a Litigating Subdivision, an agreement that Plaintiff may represent that the Litigating Subdivision supports the Consent Judgment to be entered in accordance with Section F below; and,

(d) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to file, within the later of seven (7) days of the Effective Date of the Release, or seven (7) days of signing the subdivision settlement participation form, a notice or stipulation of voluntary dismissal with prejudice of any and all Released Claims asserted by the Litigating Subdivision against the Releasees, with each party to bear its own costs.

3. Between the Execution Date and the Initial Participation Date, Plaintiff agrees to furnish to Teva a report listing the Subdivisions that have executed the signed agreements described in Section B.2(a) and copies of such signed agreements on a weekly basis. Plaintiff further agrees to furnish to Teva no later than noon Eastern Time on the day after the Initial

Participation Date and a final report listing the Subdivisions that have executed the signed agreements described in Section B.2(a) by the Initial Participation Date and copies of all such signed agreements. After the Initial Participation Date, the parties shall confer and establish a schedule for the regular provision of such reports and copies of signed agreements.

4. Plaintiff represents and warrants that, if any Action remains pending against one or more Releasees after the Effective Date of the Agreement or is filed by a Subdivision against any Releasee on or after the Execution Date, Plaintiff will seek to obtain dismissal of such Action as to such Releasees as soon as reasonably possible. Depending on facts and circumstances, Plaintiff may seek dismissal, among other ways, by intervening in such Action to move to dismiss or otherwise terminate the Subdivision's Claims in the Action or by commencing a declaratory judgment or other action that establishes a Bar to the Subdivision's Claims and Action. For avoidance of doubt, Plaintiff will seek dismissal of an Action under this paragraph regardless whether the Subdivision in such Action is a Participating Subdivision.

5. In the event that the actions required of Plaintiff in Section B fail to secure the prompt dismissal or termination of any Action by any Subdivision against any Releasee, Plaintiff shall seek enactment of a legislative Bar as defined in Section A(d) and will endeavor to achieve enactment as soon as is practicable. Participating Subdivisions agree not to oppose any effort by Plaintiff to achieve enactment of a legislative Bar.

6. Plaintiff further represents and warrants that no portion of the Settlement Amount, Settlement Product, or the Litigation Costs Payments will be distributed to or used for the benefit of any Subdivision unless and until Plaintiff has delivered to Teva a signed agreement from such Subdivision providing for the Subdivision's acceptance of the terms and conditions of this Agreement, including its express agreement to be bound by the irrevocable releases set forth in Section B below.

C. Settlement Consideration.

1. Settlement Amount and Litigation Costs Payments.

(a) On or before the later of (a) seven (7) days after the Effective Date of the Release, or (b) seven (7) days after (i) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (ii) Teva has received a W-9 and wire instructions for the Qualified Settlement Fund,

(b) Teva shall pay into the Qualified Settlement Fund the total sum of \$194,826,499 consisting of:

- (1) \$177,114,999 for opioid remediation to be paid over a period of 15 years (the "Teva Settlement Amount") and allocated in accordance with subsection C.1(b)(6) below;
- (2) \$8,855,750, to be available to reimburse Teva's share of the State's Litigation Costs in accordance with subsection C.1(b)(6) below (the "Teva State Litigation Cost Payment"); and

- (3) \$8,855,750 to be available to reimburse Teva's share of the Litigation Costs of Litigating Subdivisions in accordance with subsection C.1(b)(6) below (the "Teva Litigating Subdivision Litigation Cost Payment").
- (4) The Teva State Litigation Cost Payment and the Teva Litigating Subdivision Cost Payment shall collectively be referred to herein as the "Teva Litigation Costs Payments."
- (5) The Qualified Settlement Fund Administrator shall allocate each of the Teva Settlement Amount, the Teva State Litigation Cost Payment, and the Teva Litigating Subdivision Litigation Cost Payment into separate sub-funds within the Qualified Settlement Fund. Release of the Teva Settlement Amount and the Teva Litigation Costs Payments from the Qualified Settlement Fund shall be subject to the conditions specified below.
- (6) The Teva Settlement Payment shall be paid into the Qualified Settlement Fund in accordance with the payment schedule set forth below:
 - (A) Consistent with the terms of Section C.1(a) above, Teva shall pay into the Florida Qualified Settlement Fund the sum of \$59,038,333.
 - (B) On or before January 1, 2023, Teva shall pay the sum of: \$23,615,333;
 - (C) On or before January 1, 2024, Teva shall pay the sum of: \$5,903,833;
 - (D) On or before January 1, 2025, Teva shall pay the sum of: \$5,903,833;
 - (E) On or before January 1, 2026, Teva shall pay the sum of: \$5,903,833;
 - (F) On or before January 1, 2027, Teva shall pay the sum of: \$5,903,833;
 - (G) On or before January 1, 2028, Teva shall pay the sum of: \$5,903,833;
 - (H) On or before January 1, 2029, Teva shall pay the sum of: \$5,903,833;

- (I) On or before January 1, 2030, Teva shall pay the sum of: \$5,903,833;
- (J) On or before January 1, 2031, Teva shall pay the sum of: \$5,903,833;
- (K) On or before January 1, 2032, Teva shall pay the sum of: \$5,903,833;
- (L) On or before January 1, 2033, Teva shall pay the sum of: \$5,903,833;
- (M) On or before January 1, 2034, Teva shall pay the sum of: \$17,711,500;
- (N) On or before January 1, 2035, Teva shall pay the sum of: \$17,711,500; and,
- (O) On or before January 1, 2036, Teva shall pay the sum of: \$17,711,500.

2. *Settlement Product.* Teva shall further provide, for a period of ten (10) years, settlement product supplied by Teva USA to one facility per order at no cost to the State, designated by the State, as more fully described in Exhibit K. The Parties agree that the WAC value of the Settlement Product to be provided under this Agreement is \$84,000,000.

3. *Litigation Costs.* An agreement on the handling of Litigating Subdivision Litigation Costs is attached as Exhibit G and incorporated herein by reference. The Litigating Subdivision Litigation Cost Payments are to be available to reimburse counsel for Litigating Subdivisions that become Participating Subdivisions and who waive any other right(s) they may have to compensation in connection with this Settlement for reasonable Litigation Costs incurred in connection with their Claims against Releasees.

(a) The Qualified Settlement Fund Administrator shall allow eligible counsel reimbursement for reasonable Litigation Costs as provided in Exhibit G. Such Litigation Costs shall be divided among Participating Subdivisions as provided in Exhibit G under the jurisdiction and authority of the Court. Any amount remaining in the Litigation Subdivision Litigation Costs Payment sub-fund after such allocation shall be returned to Teva.

(b) No funds may be used to compensate Litigation Costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions, or Litigation Costs arising out of representation of any such Subdivision.

(c) No attorney for any Litigating Subdivision may receive any share of the Litigating Subdivision Litigation Cost Payment unless the following eligibility requirements are met and certified by the attorney:

- i. The attorney must represent that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to the litigation of any Released Claims against any Releasees.
- ii. The attorney must represent that s/he will not charge or accept any referral fees for any Released Claims asserted or maintained against Releasees by any Subdivision or any Releasor.
- iii. The attorney may not have, and must represent that s/he does not have, a claim for fees, costs or expenses related to the litigation of any Released Claims against any Releasees by any Subdivision or any Releasor after December 31, 2021.
- iv. Notwithstanding the foregoing, nothing in this subsection C.1(b)(3) is intended to operate as a “restriction” on the right of any attorney to practice law within the meaning of Rule 5.6(b) of the Florida Rules of Professional Conduct or any equivalent provision of any other jurisdiction’s rules of professional conduct.

(d) Plaintiff shall file in the Court a motion for the State’s Litigation Costs up to \$8,855,750 from Teva. Teva shall not oppose the motion so long as the State does not seek more than \$8,855,750 from Teva in Litigation Costs. If any amount of the \$8,855,750 from Teva is not awarded by the Court, that amount shall be returned to Teva. As set forth in Section C.4 below, in the event the Court awards the State Litigation Costs in excess of the respective amounts listed above, Teva shall have no obligation to pay any amount in excess of the State Litigation Cost Payment.

4. No Other Payments by Releasees as to Covered Conduct, Released Claims, the Florida AG Action, Other Actions, Plaintiff, Subdivisions or State Outside Litigation Counsel or Litigation Costs. Other than the Teva Settlement Amount and the Litigation Costs Payments by Teva referenced in Sections C.1 and C.3, Teva shall have no obligation to make any further or additional payments in connection with Claims for Covered Conduct or Litigation Costs or this Settlement.

5. Apportionment of the Settlement Payment.

(a) It is the intent of the Parties that the Remediation Payment in Section C.1(b) be used exclusively for Opioid Remediation.

(b) In accordance with the State-Subdivision Agreement in Exhibit I, each yearly Settlement Payment shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund to be allocated to the Abatement Accounts Sub-Fund or to another Participating Subdivision.

(c) A detailed mechanism consistent with the foregoing for a Qualified Settlement Fund Administrator to follow in allocating, apportioning and distributing payments that will be filed with the Court and later attached as Exhibit J.

(d) Teva shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Settlement Payment by the Qualified Settlement Fund Administrator. Plaintiff specifically represents, however, that any such apportionment and use by the Qualified Settlement Fund Administrator shall be made in accordance with all applicable laws.

6. **Release of the State Fund.** Within a reasonable period after the Effective Date of the Agreement or otherwise as ordered by the Court, the Qualified Settlement Fund Administrator shall release the State Fund to Plaintiff.

7. **Subdivision Payments to Subdivisions that Become Participating Subdivisions Prior to the Initial Participation Date.** A Participating Subdivision that (a) completes a subdivision settlement participation form prior to the Initial Participation Date, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Settlement Payment within a reasonable period after the Effective Date of the Agreement.

8. **Subdivision Payments to Subdivisions that Become Participating Subdivisions After the Initial Participation Date.** A Participating Subdivision that (a) completes a subdivision settlement participation form after the Initial Participation Date and by no later than the Post-Effective Date Sign-on Deadline, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Settlement Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

9. **Reversion to Teva of Amounts Forfeited by Non-Joining Subdivisions.** Any Litigating Subdivision or Principal Subdivision that does not sign a participation agreement by the Post-Effective Date Sign-on Deadline will be deemed a Non-Joining Subdivision. At Teva's request to the Qualified Settlement Fund Administrator, any Non-Joining Subdivision's share of the Settlement Payment (and to the extent any such subdivision is a Litigating Subdivision the Litigation Cost Payments) shall be returned to Teva within a reasonable time after the Post-Effective Date Sign-on Deadline.

10. **Agreement Null and Void if the Agreement Does Not Become Effective.** In the event that the Effective Date of the Agreement does not occur and the Parties fail to agree to extend the Effective Date of the Agreement, the Agreement shall be null and void.

11. **Use of Evidence at Trial in the Florida AG Action.** Plaintiff agrees that none of the Releasees will be a defendant in any trial of the Florida AG Action, that no Releasee will be subpoenaed or called to testify by Plaintiff in any trial of the Florida AG Action, and that any evidence that references the Releasees or the Products will be used solely against other defendants in the Florida AG Action.

12. **Verdict Form.** Plaintiff agrees that it will not seek to have any of the Releasees included on the verdict form in any trial related to the Florida AG Action and will oppose the efforts of any other party in the Florida AG Action to include any of the Releasees on the verdict form.

13. **Injunctive Relief.** As part of the Consent Judgment to be entered in accordance with Section F below, the Parties agree to the entry of injunctive relief terms attached in Exhibit F.

D. Settlement of Claims and General Release.

1. **Scope.** On the Effective Date of the Release, Plaintiff and each Releasor shall be deemed to have fully, finally and forever released all Releasees from all Released Claims. Plaintiff, on behalf of itself and all other Releasors (whether or not they have signed this Agreement or the subdivision settlement participation form in Exhibit D), hereby absolutely, unconditionally and irrevocably covenants not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever against Releasees. For the avoidance of doubt, Plaintiff agrees that this Settlement Agreement and the releases contained herein shall fully and completely resolve any past, present or future liability that any Releasee may have arising from, relating to or based on the Covered Conduct occurring prior to the Effective Date of the Release, whether in the Actions or otherwise. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any and all Released Claims. This Settlement Agreement is, will constitute, and may be pleaded as a complete bar to any Released Claim asserted against Releasees, whether against Plaintiff, any Participating Subdivision, or any other Subdivision, including any Non-Joining Subdivision.

2. **General Release.** In connection with the releases provided pursuant to this Settlement Agreement, Plaintiff, on behalf of itself and all other Releasors referenced in Section A(cc), 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 that he, she, or it knows or believes to be true with respect to the Released Claims, but Plaintiff, on behalf of itself and all other Releasors, hereby expressly waives and fully, finally and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims against the Releasees that may exist as of this date but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

3. **Claim-Over and Non-Party Settlement.**

(a) Statement of Intent. It is the intent of the Parties that:

- (1) The Settlement Amount and Litigation Cost Payments made under this Agreement shall be the sole payments made by the Releasees to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee);
- (2) Claims by Releasers against non-Parties should not result in additional payments by Releasees, whether through contribution, indemnification or any other means; and
- (3) The Settlement effects a good faith “release and covenant not to sue” within the meaning of Florida Statute § 768.31(5) and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine, including, but not limited to, Fla. Stat. § 768.31(5), that reduces or discharges a released party’s liability to any other parties, such that Releasees are discharged from all liability for contribution to any other alleged tortfeasor in the Florida AG Action and in any other Action, whenever filed.
- (4) The provisions of this Section D.3 are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

(b) No Releasee shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Releasee shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Teva arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Releasee from recovering amounts owed pursuant to insurance contracts.

(c) To the extent that, on or after the Effective Date of the Agreement, any Releaser settles any Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) (“Non-Party Covered Conduct Claims”) it may have against any entity that is not a Releasee (a “Non-Released Entity”) that is, as of the Effective Date of the Agreement, a defendant in the Florida AG Action or any other Action and provides a release to such Non-Released Entity (a “Non-Party Settlement”), including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releaser will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on seeking contribution or indemnity of any kind from Releasees

substantially equivalent to that required from Teva in subsection D.3(b) (except limited to such claims against Releasees), or a release from such Non-Released Entity in favor of the Releasees (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to seek to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

(d) **Claim-Over.** In the event that any Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in subsection D.3(b), or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection D.3(c), and such Non-Released Entity asserts a Claim-Over against a Releasee, Teva and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that Releasees are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Teva under this Settlement Agreement).

(e) In no event shall a Releasor be required to reduce the amount of a settlement or judgment against a Non-Released Entity in order to prevent additional payments by Releasees, whether through contribution, indemnification, or any other means.

4. **Cooperation.** Releasors, including Plaintiff and Participating Subdivisions, agree that they will not publicly or privately encourage any other Releasor to bring or maintain any Released Claim. Plaintiff further agrees that it will cooperate in good faith with the Releasees to secure the prompt dismissal of any and all Released Claims.

E. **Cessation of Litigation Activities.** It is the Parties' intent that all litigation activities in the Florida AG Action relating to Released Claims against the Releasees shall immediately cease as of the Execution Date. Within seven (7) days after the Execution Date, Plaintiff agrees to take all steps reasonably necessary to implement the prompt cessation of such litigation activities, including by, for example, jointly requesting a severance of Teva from any trial in the Florida AG Action and/or a stay of further proceedings against Teva pending the implementation of this Settlement.

F. **Entry of Consent Judgment Providing for Dismissal of All Claims Against Teva in the Florida AG Action with Prejudice.** As soon as practicable following the Effective Date of the Agreement, Plaintiff shall file in the Court a Consent Judgment substantially in the form of Exhibit H, including a dismissal of the Florida AG Action with prejudice. Notwithstanding the foregoing, the Consent Judgment shall provide that the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms set forth in Exhibit H. The parties shall confer and agree as to the final form and time of filing prior to filing of the Consent Judgment.

G. **No Admission of Liability.** The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Teva and Plaintiff and between Teva and all Releasors. Teva is entering into this Settlement Agreement solely for the purposes of settlement, to resolve the Florida AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Teva denies the allegations in the Florida AG Action and the other Actions and denies any civil or criminal liability in the Florida

AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Teva of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in the Florida AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct or any Product; (iv) the legal viability of the claims and theories in the Florida AG Action and the other Actions, including but not limited to the legal viability of the relief sought or (v) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Releasee from engaging in the conduct of its business relating to in the manufacture, marketing, licensing, distribution or sale of branded or generic opioid medications or any other Product in accordance with applicable laws and regulations.

H. **Miscellaneous Provisions.**

1. **Use of Agreement as Evidence.** Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Florida AG Action or the other Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Releasees; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Releasees may file this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification; or to support any other argument or defense by a Releasee that the Remediation Payments provide a measure of compensation for asserted harms or otherwise satisfy the relief sought.

2. **Voluntary Settlement.** This Settlement Agreement was negotiated in good faith and at arm's-length over several weeks, and the exchange of the Settlement Amount and Litigation Costs Payment for the releases set forth herein is agreed to represent appropriate and fair consideration.

3. **Authorization to Enter Settlement Agreement.** Each party specifically represents and warrants that this Settlement Agreement constitutes a legal, valid and binding obligation of such Party. Each signatory to this Settlement Agreement on behalf of a Party specifically represents and warrants that he or she has full authority to enter into this Settlement Agreement on behalf of such Party. Plaintiff specifically represents and warrants that it has concluded that the terms of this Settlement Agreement are fair, reasonable, adequate and in the public interest, and that it has satisfied all conditions and taken all actions required by law in order to validly enter into this Settlement Agreement. Plaintiff specifically represents and warrants that, other than the Claims asserted in the Florida AG Action and the other Actions (whether filed previously or in the future), it has no interest (financial or otherwise) in any other Claim against any Releasee related to the Covered Conduct. In addition, Plaintiff specifically represents and

warrants that (i) it is the owner and holder of the Claims asserted in the Florida AG Action; (ii) it has not sold, assigned or otherwise transferred the Claims asserted in the Florida AG Action, or any portion thereof or rights related thereto, to any third party; and (iii) it believes in good faith that it has the power and authority to bind all persons and entities with an interest in the Florida AG Action and all Subdivisions.

4. **Representation With Respect to Participation Rate.** The State of Florida represents and warrants for itself that it has a good-faith belief that all Subdivisions will become Participating Subdivisions. The State will seek to secure participation by all Subdivisions. State Outside Litigation Counsel, in good faith, believe this is a fair Settlement. Therefore, State Outside Litigation Counsel will, in their best efforts, recommend this Settlement to all Subdivisions within Florida. The State acknowledges the materiality of the foregoing representation and warranty.

5. **Dispute Resolution.** If Plaintiff or Teva believes the other is not in compliance with any term of this Settlement Agreement, then that party shall (i) provide written notice to the other party specifying the reason(s) why it believes the other is not in compliance with the Settlement Agreement; and (ii) allow the other party at least thirty (30) days to attempt to cure such alleged non-compliance (the “Cure Period”). In the event the alleged non-compliance is cured within the Cure Period, the other party shall have no liability for such alleged non-compliance. No party may commence a proceeding to enforce compliance with this Agreement before the expiration of the Cure Period.

6. **No Third-Party Beneficiaries.** Except as to Releasees, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

7. **Notices.** All notices under this Agreement shall be in writing and delivered to the persons specified in this paragraph (“Notice Designees”) via: (i) e-mail; and (ii) either hand delivery or registered or certified mail, return receipt requested, postage pre-paid. Notices to Plaintiff shall be delivered to:

For the State of Florida:

Attorney General
Florida State Capitol, PL-01
Tallahassee FL 32399-1050

Copy to Florida's Counsel:

David C. Frederick
Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.
1615 M Street, NW
Washington D.C. 20036
dfrederick@kellogghansen.com

Notices to Teva shall be delivered to:

For Teva:

Teva Pharmaceuticals
Attn: General Counsel's Office
400 Interpace Parkway
Parsippany, NJ 07054

Copy to Teva Counsel:

Eric W. Sitarchuk
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
eric.sitarchuk@morganlewis.com

Rebecca J. Hillyer
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
rebecca.hillyer@morganlewis.com

8. **Taxes.** Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the provision of the Settlement Amount and the Settlement Product by Teva (other than amounts directed to attorneys' fees and costs) constitutes restitution for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. The Parties acknowledge, agree and understand that, other than the amounts directed to attorneys' fees and costs, no other portion of the Settlement Amount and/or Settlement Product represents reimbursement to the State, any Participating Subdivision or other person or entity for the costs of any investigation or litigation, and no portion of the Settlement Amount and/or Settlement Product represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments, and furthermore, the combined value of the Settlement Amount and the Settlement Product constitute less than one times damages sought by the State. The State and every Participating Subdivision shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Settlement Amount and the Settlement Product (other than amounts directed to attorney fees and costs) as remediation/restitution amounts. The State shall furnish Copy B of its Form 1098-F to Teva and shall otherwise fully comply with the requirements of Section 162(f) and Section 6050X of the Internal Revenue Code and all treasury regulations relating to those provisions of the Internal Revenue Code. Participating Subdivisions shall furnish Copy B their 1098-F forms to Teva and shall otherwise fully comply with the requirements of Section 162(f) and Section 6050X of the Internal Revenue Code and all treasury regulations relating to those provisions of the Internal Revenue Code, and the State shall have no obligation to ensure Participating Subdivisions' compliance with this provision. Teva makes no warranty or representation to the State or any Participating Subdivision as to the tax consequences of the Settlement Amount or the Settlement Product or any portion thereof.

9. **Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10. **Choice of Law.** Any dispute arising from or in connection with this Settlement Agreement shall be governed by Florida law without regard to its choice-of-law provisions.

11. **Jurisdiction.** The Parties agree to submit and consent to the jurisdiction of the Court for the resolution of any disputes arising under the Settlement Agreement.

12. **No Conflict Intended.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

13. **No Party Deemed to be the Drafter.** None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

14. **Amendment; Waiver.** This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

16. **Severability.** In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.

17. **Statements to the Press.** Any press release or other public statement concerning this Settlement Agreement will describe it positively and will not disparage any other Party. No Party or attorney, agent, or representative of any Party shall state or suggest that this Settlement Agreement may be used to predict the value of any Claim or any future settlement agreement in any action or proceeding.

18. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Settling Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

19. **Bankruptcy.** The following provisions shall apply if, (i) within ninety (90) days of Teva's payments pursuant to Section C.1(b) above, a case is commenced with respect to Teva under the Bankruptcy Code, and (ii) a court of competent jurisdiction enters a final order

determining such payment to be an avoidable preference under Section 547 of the Bankruptcy Code, and (iii) pursuant to such final order such payment is returned to Teva:

(a) this Agreement, including all releases and covenants not to sue with respect to the Released Claims contained in this Agreement, shall immediately and automatically be deemed null and void as to Teva; and

(b) the State and Subdivisions may assert any and all Released Claims against Teva in its bankruptcy case and seek to exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against Teva.

20. **Most Favored Nations.** If, after execution of this Agreement, there is a collective resolution—through settlement, bankruptcy or other mechanism—of substantially all claims against Teva brought by states, counties, and municipalities nationwide (a “Global Resolution”) under which, but for this Agreement, the Florida allocation of the Settlement Amount, the Litigation Cost Payments, the payment period, or the terms of Injunctive Relief, would be more favorable to the State, Teva shall pay the excess amounts, adjust the payment period, and/or agree to modify the terms of the consent judgment to reflect changes to the Injunctive Relief that would apply to Florida, if requested to do so by the Florida Attorney General’s Office. Any reduction in the payment period under this paragraph shall be subject to an appropriate reduction in net present value calculated at seven percent (7%) per annum.

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IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

[SIGNATURE PAGES BELOW]

SEEN AND AGREED:

TEVA

By: _____

Name: Eric W. Sitarchuk
Rebecca J. Hillyer
Morgan Lewis & Bockius LLP
Attorneys for Teva
On behalf of Teva

Date: 3/29/22

SEEN AND AGREED:

PLAINTIFF

**STATE OF FLORIDA,
including the OFFICE
OF THE ATTORNEY
GENERAL**

By: 

Name: John Guard

Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: 3/29/22

STATE OUTSIDE LITIGATION COUNSEL

**Kellogg, Hansen, Todd, Figel & Frederick,
P.L.L.C.**

By: 

Name: David C. Frederick

Date: 3.29.2022

Drake Martin Law Firm, LLC

By: 

Name: Drake Martin

Date: 3/29/2022

EXHIBIT A

Litigating Subdivisions

Counties

Alachua County
Bay County
Bradford County
Brevard County
Broward County
Calhoun County
Clay County
Dixie County
Escambia County
Gilchrist County
Gulf County
Hamilton County
Hernando County
Hillsborough County
Holmes County
Jackson County
Lake County
Lee County
Leon County
Levy County
Manatee County
Marion County
Miami-Dade County
Monroe County
Okaloosa County
Orange County
Osceola County
Palm Beach County
Pasco County
Pinellas County
Polk County
Putnam County
Saint Johns County
Saint Lucie County
Santa Rosa County
Sarasota County
Seminole County

Suwannee County
Taylor County
Union County
Volusia County
Walton County
Washington County

Cities

Apopka
Bradenton
Clearwater
Coconut Creek
Coral Gables
Coral Springs
Daytona Beach
Daytona Beach Shores
Deerfield Beach
Delray Beach
Deltona
Eatonville (Town)
Florida City
Fort Lauderdale
Fort Pierce
Hallandale Beach
Homestead
Jacksonville
Lauderhill
Lynn Haven
Miami
Miami Gardens
Miramar
New Ormond Beach
New Port Ritchey
Niceville
North Miami
Ocala
Ocoee
Orlando
Oviedo
Palatka
Palm Bay
Palmetto

Panama City
Pembroke Pines
Pensacola
Pinellas Park
Pompano Beach
Port Saint Lucie
Saint Augustine
Saint Petersburg
Sanford
Sarasota
Stuart
Sweetwater
Tallahassee
Tampa

Other

Florida Health Sciences Center Inc., et al. (North Broward Hospital District and Halifax Hospital Medical Center)
Lee Memorial Health System, d/b/a Lee Health
Sarasota County, FL, Public Hospital District
West Volusia Hospital Authority
Miami-Dade County School Board

EXHIBIT B

Principal Subdivisions

<u>County</u>	<u>Principal Subdivisions</u>	<u>Regional % by County for Abatement Fund</u>	<u>City/County Fund % (Principal Subdivisions Only)</u>
Alachua		1.24106016444867%	
	Alachua County		0.846347404896564%
	Alachua		0.013113332456932%
	Gainesville		0.381597611347118%
Baker		0.19317380413017%	
	Baker County		0.193173804130173%
Bay		0.83965637331199%	
	Bay County		0.539446037057239%
	Callaway		0.024953825526948%
	Lynn Haven		0.039205632014689%
	Panama City		0.155153855595736%
	Panama City Beach		0.080897023117378%
Bradford		0.18948420408137%	
	Bradford County		0.189484204081366%
Brevard		3.87879918044396%	
	Brevard County		2.387076812679440%
	Cape Canaveral		0.045560750208993%
	Cocoa		0.149245411423089%
	Cocoa Beach		0.084363286155357%
	Melbourne		0.383104682233196%
	Palm Bay		0.404817397481049%
	Rockledge		0.096603243797586%
	Satellite Beach		0.035975416223927%
	Titusville		0.240056418923581%
	West Melbourne		0.051997577065795%
Broward		9.05796267257777%	
	Broward County		4.062623697836280%
	Coconut Creek		0.101131719448042%
	Cooper City		0.073935445072532%
	Coral Springs		0.323406517663960%
	Dania Beach		0.017807041180440%
	Davie		0.266922227152987%
	Deerfield Beach		0.202423224724969%
	Fort Lauderdale		0.830581264530524%
	Hallandale Beach		0.154950491813518%
	Hollywood		0.520164608455721%
	Lauderdale Lakes		0.062625150434726%
	Lauderhill		0.144382838130419%
	Lighthouse Point		0.029131861802689%
	Margate		0.143683775129045%
	Miramar		0.279280208418825%
	North Lauderdale		0.066069624496039%

	Oakland Park		0.100430840698613%
	Parkland		0.045804060448432%
	Pembroke Pines		0.462832363602822%
	Plantation		0.213918725664437%
	Pompano Beach		0.335472163492860%
	Sunrise		0.286071106146452%
	Tamarac		0.134492458472026%
	Weston		0.138637811282768%
	West Park		0.029553115351569%
	Wilton Manors		0.031630331127078%
Calhoun		0.04712774078090%	
	Calhoun County		0.047127740780902%
Charlotte		0.73734623337592%	
	Charlotte County		0.690225755587238%
	Punta Gorda		0.047120477788680%
Citrus		0.96964577660634%	
	Citrus County		0.969645776606338%
Clay		1.19342946145639%	
	Clay County		1.193429461456390%
Collier		1.55133337642709%	
	Collier County		1.354822227370880%
	Marco Island		0.062094952002516%
	Naples		0.134416197053695%
Columbia		0.44678115079207%	
	Columbia County		0.342123248620213%
	Lake City		0.104659717919908%
DeSoto		0.11364040780249%	
	DeSoto County		0.113640407802487%
Dixie		0.10374458089993%	
	Dixie County		0.103744580899928%
Duval		5.43497515693510%	
	Jacksonville		5.295636466902910%
	Atlantic Beach		0.038891507601085%
	Jacksonville Beach		0.100447182431112%
Escambia		1.34163444924367%	
	Escambia County		1.010997622822650%
	Pensacola		0.330636826421023%
Flagler		0.38986471224388%	
	Flagler County		0.305009358365478%
	Palm Coast		0.084857169626457%
Franklin		0.04991128255001%	
	Franklin County		0.049911282550008%
Gadsden		0.12365607407671%	
	Gadsden County		0.123656074076710%
Gilchrist		0.06433376935497%	

	Gilchrist County		0.064333769354966%
Glades		0.04061283675771%	
	Glades County		0.040612836757713%
Gulf		0.05991423858784%	
	Gulf County		0.059914238587842%
Hamilton		0.04794119590977%	
	Hamilton County		0.047941195909773%
Hardee		0.06711004813185%	
	Hardee County		0.067110048131850%
Hendry		0.14446091529681%	
	Hendry County		0.144460915296806%
Hernando		1.51007594910967%	
	Hernando County		1.510075949109670%
Highlands		0.35718851023682%	
	Highlands County		0.293187022776017%
	Avon Park		0.025829016089707%
	Sebring		0.038172471371100%
Hillsborough		8.71098411365711%	
	Hillsborough County		6.523111204400210%
	Plant City		0.104218491142418%
	Tampa		1.975671881252980%
	Temple Terrace		0.107980721113446%
Holmes		0.08161242785125%	
	Holmes County		0.081612427851251%
Indian River		0.75307605878085%	
	Indian River County		0.654117789755259%
	Sebastian		0.038315915467486%
	Vero Beach		0.060642353558104%
Jackson		0.15893605879538%	
	Jackson County		0.158936058795375%
Jefferson		0.04082164778410%	
	Jefferson County		0.040821647784097%
Lafayette		0.03191177207568%	
	Lafayette County		0.031911772075683%
Lake		1.13921122451870%	
	Lake County		0.781548804039386%
	Clermont		0.075909163208877%
	Eustis		0.041929254097962%
	Fruitland Park		0.008381493024259%
	Groveland		0.026154034991644%
	Lady Lake		0.025048244425835%
	Leesburg		0.091339390184647%
	Minneola		0.016058475802978%
	Mount Dora		0.041021380070204%
	Tavares		0.031820984672908%

Lee		3.32537188335925%	
	Lee County		2.150386790650790%
	Bonita Springs		0.017374893143227%
	Cape Coral		0.714429677167259%
	Estero		0.012080171813344%
	Fort Myers		0.431100350584635%
Leon		0.89719924493933%	
	Leon County		0.471201146390692%
	Tallahassee		0.425998098548636%
Levy		0.25119240174806%	
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Liberty		0.01939945222513%	
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Madison		0.06354028745471%	
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Manatee		2.72132334623483%	
	Manatee County		2.288523455470230%
	Bradenton		0.379930754632155%
	Palmetto		0.052869136132442%
Marion		1.70117616896044%	
	Marion County		1.332181664866660%
	Ocala		0.368994504093786%
Martin		0.86948729811605%	
	Martin County		0.788263440348682%
	Stuart		0.081223857767371%
Miami-Dade		5.23211978417292%	
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	Coral Gables		0.071780152130635%
	Cutler Bay		0.009414653667847%
	Doral		0.013977628531358%
	Florida City		0.003929278792135%
	Hialeah		0.098015895784777%
	Hialeah Gardens		0.005452691410713%
	Homestead		0.024935668046393%
	Key Biscayne		0.013683477346364%
	Miami		0.292793005447970%
	Miami Beach		0.181409572478489%
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	Miami Lakes		0.007836768607605%
	Miami Shores		0.006287935516250%
	Miami Springs		0.006169911892641%
	North Bay Village		0.005160355973775%
	North Miami		0.030379280716828%
	North Miami Beach		0.030391990953217%

	Opa-locka		0.007847663095938%
	Palmetto Bay		0.007404620570392%
	Pinecrest		0.008296152865650%
	South Miami		0.007833137111493%
	Sunny Isles Beach		0.007693324511219%
	Sweetwater		0.004116300841853%
Monroe		0.47638873858530%	
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	Key West		0.088087385417219%
Nassau		0.47693346300195%	
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	Fernandina Beach		0.083159445194550%
Okaloosa		0.81921286595494%	
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	Crestview		0.070440130065665%
	Destin		0.014678507280787%
	Fort Walton Beach		0.077837487643835%
	Niceville		0.021745398712853%
Okeechobee		0.35349527869191%	
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Orange		4.67102821454589%	
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	Apopka		0.097215150892295%
	Eatonville		0.008325204834538%
	Maitland		0.046728276208689%
	Ocoee		0.066599822928250%
	Orlando		1.160248481489900%
	Winter Garden		0.056264584996256%
	Winter Park		0.104903028159347%
Osceola		1.07345209294015%	
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	Kissimmee		0.162366006872243%
	St. Cloud		0.073837394677534%
Palm Beach		8.60159437205259%	
	Palm Beach County		5.964262083621730%
	Belle Glade		0.020828445944817%
	Boca Raton		0.472069073961229%
	Boynton Beach		0.306498271771001%
	Delray Beach		0.351846579457498%
	Greenacres		0.076424835656644%
	Jupiter		0.125466374888059%
	Lake Worth		0.117146617297688%
	Lantana		0.024507151505292%
	North Palm Beach		0.044349646255964%
	Palm Beach Gardens		0.233675880256500%

	Palm Springs		0.038021764282493%
	Riviera Beach		0.163617057282493%
	Royal Palm Beach		0.049295743959188%
	Wellington		0.050183644758335%
	West Palm Beach		0.549265602541466%
Pasco		4.69208726049375%	
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	New Port Richey		0.149879107494464%
	Zephyrhills		0.112672614088898%
Pinellas		7.93488981677650%	
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	Clearwater		0.633863120195985%
	Dunedin		0.102440873796068%
	Gulfport		0.047893986460330%
	Largo		0.374192990776726%
	Oldsmar		0.039421706033295%
	Pinellas Park		0.251666311990547%
	Safety Harbor		0.038061710739714%
	Seminole		0.095248695748172%
	St. Petersburg		1.456593090134460%
	Tarpon Springs		0.101970595049690%
Polk		2.15048302529773%	
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	Auburndale		0.028636162583534%
	Bartow		0.043971970660417%
	Haines City		0.047984773863106%
	Lakeland		0.294875668467647%
	Lake Wales		0.036293172133642%
	Winter Haven		0.097033576086743%
Putnam		0.38489319406788%	
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	Palatka		0.046955244715628%
Santa Rosa		0.70126731951283%	
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	Milton		0.046632041561747%
Sarasota		2.80504385757853%	
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	North Port		0.209611771276754%
	Sarasota		0.484279979634570%
	Venice		0.142347384560186%
Seminole		2.14114826454432%	
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	Altamonte Springs		0.081305566429869%
	Casselberry		0.080034542791008%
	Lake Mary		0.079767627826847%

	Longwood		0.061710013414747%
	Oviedo		0.103130858057164%
	Sanford		0.164243490361646%
	Winter Springs		0.062262000823623%
St. Johns		0.71033334955402%	
	St. Johns County		0.663822963111989%
	St. Augustine		0.046510386442027%
St. Lucie		1.50662784355224%	
	St. Lucie County		0.956289133909966%
	Fort Pierce		0.159535255653695%
	Port St. Lucie		0.390803453988581%
Sumter		0.32639887045945%	
	Sumter County		0.312364953738371%
	Wildwood		0.014033916721079%
Suwannee		0.19101487969217%	
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Taylor		0.09218189728241%	
	Taylor County		0.092181897282406%
Union		0.06515630322411%	
	Union County		0.065156303224115%
Volusia		3.13032967447995%	
	Volusia County		1.784428217305820%
	Daytona Beach		0.447556475211771%
	DeBary		0.035283616214775%
	DeLand		0.098983689498367%
	Deltona		0.199329190038370%
	Edgewater		0.058042202342606%
	Holly Hill		0.031615805142634%
	New Smyrna Beach		0.104065968305755%
	Orange City		0.033562287058147%
	Ormond Beach		0.114644516477187%
	Port Orange		0.177596501561906%
	South Daytona		0.045221205322611%
Wakulla		0.11512932120801%	
	Wakulla County		0.115129321208010%
Walton		0.26855821615101%	
	Walton County		0.268558216151006%
Washington		0.12012444410873%	
	Washington County		0.120124444108733%

EXHIBIT C

OPIOID REMEDIATION

Schedule A Core Strategies

Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹

- A. **NALOXONE OR OTHER FDA-APPROVED
MEDICATION TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT D

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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 _____ (“*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: _____

Name: _____

Title: _____

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

EXHIBIT E

draft

Qualified Settlement Fund Administrator Terms

I. Definitions

- A. This Qualified Settlement Fund Administrator Terms document incorporates all defined terms in the Settlement Agreement and the Escrow Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Settlement Agreement and Escrow Agreement to the greatest extent feasible.
- B. *Settlement Fund Administrator.* Wilmington Trust, National Association (“Wilmington Trust” or “Settlement Fund Administrator”) shall serve as the Settlement Fund Administrator and is intended to serve as an “administrator” as defined in *Treas. Reg. § 1.468B-2(k)(3)*. In the event that Wilmington Trust becomes unable to continue to serve as the Settlement Fund Administrator, the Parties shall meet and confer and agree upon a replacement.

II. Establishment of the Settlement Fund Administrator

- A. *Selection of the Settlement Fund Administrator.*
 - i. Wilmington Trust is selected as the Settlement Fund Administrator.
 - ii. The Qualified Settlement Fund (“QSF”) is being established pursuant to order of the Court to resolve or satisfy one or more contested claims that have resulted or may result from an event (or a related series of events) that has occurred and that is alleged to have given rise to at least one claim asserting liability arising out of a tort, breach of contract or violation of law. The QSF is subject to the continuing jurisdiction of the Court and is intended to qualify as a “qualified settlement fund” as defined in *Treas. Reg. § 1.468B-1(a)*. The purpose of the QSF includes, but is not necessarily limited to, (i) receiving, holding, and investing the payment to be made by Teva under the Settlement Agreement, and (ii) distributing amounts in accordance with the Settlement Agreement and the Escrow Agreement. The duties of the Settlement Fund Administrator shall be to serve these purposes and are subject to the terms of the Escrow Agreement. The Settlement Fund Administrator shall manage the QSF in a manner designed to preserve principal and accrue income by investing in instruments/securities comprised of (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities including SEC registered money market funds and collateralized money market accounts; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts, and certificates of deposit subject to Federal

Depository Insurance Corporation protections as available. The Settlement Fund Administrator shall hold and distribute the funds deposited in the QSF as provided in the Settlement Agreement and subject to the procedural and security requirements set forth in sections 1.3 to 1.5 of the Escrow Agreement.

- iii. The term of the Settlement Fund Administrator shall continue until all funds are distributed pursuant to the terms of the Settlement Agreement unless the Settlement Fund Administrator is removed pursuant to the Escrow Agreement.

B. Governance of the Settlement Fund Administrator.

- i. The Settlement Fund Administrator will administer and disburse funds from the Abatement Accounts Sub-Fund, State Sub-Fund, Subdivision Sub-Fund and State and Subdivision Litigation Costs Sub-Funds as provided in the Settlement Agreement and subject to the procedural and security requirements set forth in sections 1.3 to 1.5 of the Escrow Agreement. The Settlement Fund Administrator will also perform other duties as described in these terms and in the Settlement Agreement.
- ii. All parties to the Settlement Agreement are entitled to rely upon information received from the Settlement Fund Administrator, whether in oral, written, or other form. On Teva's request, the State will instruct the Settlement Fund Administrator to promptly provide statements setting forth the activity in the QSF to Teva. The State shall also notify Teva regarding any payments or expenses paid from the QSF upon receipt of a request for such information from Teva. No Party to the Settlement Agreement shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any other party for or in connection with any action taken or not taken by the Settlement Fund Administrator, except as between the State and the Settlement Fund Administrator to the extent provided for in the Escrow Agreement.

C. Removal of the Settlement Fund Administrator.

- i. The Settlement Fund Administrator may be removed pursuant to the Escrow Agreement or for failure to perform its duties.
- ii. The terms of this Exhibit E shall apply to any replacement Settlement Fund Administrator.

D. Funding of the Settlement Fund Administrator.

- i. The costs and fees associated with or arising out of the duties of the Settlement Fund Administrator shall be paid out of the State Sub-Fund.
- ii. The costs and fees associated with the Settlement Fund Administrator shall be established in the Escrow Agreement.

III. Calculation and Allocation of Annual Payments

A. *General Principles.*

- i. This Section is intended to implement the relevant provisions of the Settlement Agreement and the exhibits therein, including the Florida Opioid Allocation and Statewide Response Agreement. To the extent this Section III conflicts with the Settlement Agreement and the exhibits therein, the Settlement Agreement shall control.
- ii. With respect to the payment instructions to be provided by the State as described in the following subsection III.B, the Settlement Fund Administrator is entitled to rely upon the State's instructions, provided in written form and copied to Teva, for the purpose for which it was submitted, provided that neither Teva nor any Participation Subdivision has objected to those instructions pursuant to the procedures described in the following subsection III.B.

B. *Payments*

- i. The State shall calculate the distributions due to Participating Subdivisions and shall provide those calculations to the Participating Subdivisions and Teva in advance of the payment date. Notice as to Teva shall be made in accordance with subsection H.7 of the Agreement and notice as to Participating Subdivisions shall be made as instructed by each Participating Subdivision.
- ii. Objections to distributions proposed to be made by the State may be made within seven (7) calendar days of receipt of notice by sending a written objection by email to the following addresses: john.guard@myfloridalegal.com; greg.slemp@myfloridalegal.com; sabrina.donovan@myfloridalegal.com. In the event the email address to which objections are to be sent changes, the State shall notify Teva and the Participating Subdivision of such change, and any deadline to provide an objection shall be suspended until the State has confirmed Teva and the Participating Subdivisions' receipt of such notice.
- iii. In connection with the notice, the State shall request from each Participating Subdivision: (i) a completed W-9, and (ii) instructions concerning how the subdivision wishes to be paid (check or wire), and, if applicable, wiring instructions or the address where the payment should be mailed. Any costs for the form of payment to the Participating Subdivision shall be deducted from the calculated settlement payment.
- iv. In the absence of any timely objection, the State's proposed calculations shall be final, and the State shall provide the final calculations to the Settlement Fund Administrator along with the W-9s, payment instructions, and other required information under the Escrow Agreement and direct the Settlement Fund Administrator to pay those amounts in accordance with the Escrow Agreement.
- v. In all events, the State shall provide notice to Teva in the event of any objection regarding the distribution of any payment and, at its option,

Teva may elect to join any objection that is made by a Participating Subdivision. In the case of any objection, whether by Teva or a Participating Subdivision, the State and the entity or entities (including Teva, if applicable) objecting to the payment shall resolve that objection. If that resolution made by one entity affects other entities (including Teva, if applicable), the State shall provide notice to those affected and resolve the objection in accordance with the Settlement Agreement or the Florida Opioid Allocation and Statewide Response Agreement.

- vi. Pending the resolution of any objections as provided above, the State may provide instructions to the Settlement Fund Administrator to pay any undisputed portion. Before doing so, it shall provide notice to Teva and the Participating Subdivisions of the dispute and a breakdown of the proposed partial payments. Upon such notice, Teva and the Participating Subdivisions shall have an opportunity to object to the proposed partial payments in accordance with the procedures outlined in the foregoing subsections.
- vii. In consultation with the State, and subject to the terms of the Settlement Agreement, the Settlement Fund Administrator may set reasonable limits on the frequency with which it makes payments and may set other reasonable restrictions on complying with requests made by the State or the Participating Subdivisions, to limit the burdens and costs imposed on the Settlement Fund Administrator.

C. Extensions.

- i. The schedule provided for in this Section III shall be adjusted based on what is practicable. The Settlement Fund Administrator shall provide notice to the State and Teva regarding whether the deadlines provided for in Section III or in the Escrow Agreement need to be adjusted. The State shall communicate that notice to the Participating Subdivisions.
- ii. The deadlines in this Section III may be extended by the written agreement of the State and Teva.

IV. Reporting Obligations

The Settlement Fund is intended to be classified as a “qualified settlement fund” within the meaning of Treasury regulations Section 1.468B-1, et seq. (and corresponding or similar provisions of state, local, or foreign law, as applicable). The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. The State shall obtain any necessary orders from the Court to qualify the Settlement Fund as a “qualified settlement fund.” The Settlement Fund Administrator shall promptly take all other steps necessary for qualifying and operating the QSF as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. These obligations include, without limitation, the following:

- i. Regulation § 1.468B-3 Statement. The Settlement Fund Administrator will prepare a “Regulation § 1.468B-3 Statement” pursuant to Treas. Reg.

§ 1.468B-3(e) on behalf of Teva and provide copies to Teva’s counsel for review and approval by January 15 of each year pertaining to transfers to or from the Settlement Fund involving Teva that were made in the preceding calendar year. The “Regulation § 1.468B-3 Statement” may be a joint statement as permitted under Treas. Reg. § 1.468B-3(e)(2)(ii).

- ii. Regulation § 1.468B-1 Relation Back Election. If required, the Settlement Fund Administrator will prepare and attach to the income tax return of the QSF a “Regulation § 1.468B-1 Relation Back Election” pursuant to Treas. Reg. § 1.468B-1(j) for approval and execution by Teva and the Settlement Fund Administrator. The Settlement Fund Administrator will forward a copy of the “Regulation § 1.468B-1 Relation Back Election” to Teva promptly after filing the same.
- iii. Income Tax Returns. The Settlement Fund Administrator shall obtain federal (and, if applicable, state) taxpayer identification number(s) for the Settlement Fund and provide the same to Teva. The Settlement Fund Administrator shall also timely and properly prepare and file on behalf of the QSF: (i) federal tax, information and withholding returns in accordance with Treas. Reg. § 1.468B-2 and the other provisions of the Internal Revenue Code of 1986, as amended; and (ii) all necessary state and local tax returns.
- iv. Tax Detriment. Notwithstanding any effort or failure of the Settlement Fund Administrator and/or the parties hereto to treat the QSF as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 effective as of the date hereof, if Teva incurs any taxes or additional tax liability, interest, penalties or other tax-related losses of any kind (such tax liability, interest, penalties and/or losses hereinafter collectively referred to as “Tax Detriments”) resulting from income earned by the QSF, such Tax Detriment shall be paid out of the State Sub-Fund or the Abatement Accounts Sub-Fund of the QSF, as the State may direct, or in the absence of sufficient funds in these Sub-Funds or at the State’s option, by the State.
- v. Notwithstanding any other provision of this Exhibit E or the Settlement Agreement, the parties hereto acknowledge and agree that Teva has made no representations or warranties regarding the tax consequences and shall have no liability to the State, the Settlement Fund Administrator, the Participating Subdivisions or any other party with respect to matters related to such tax consequences. Further, the Settlement Agreement, including this Exhibit E, shall be binding on the Parties and the Settlement Fund Administrator, and shall continue to apply, notwithstanding the tax consequences of any payments made pursuant to the Settlement Agreement and this Exhibit E.

EXHIBIT F

INJUNCTIVE RELIEF

I. Definitions Specific to this Exhibit

- A. “Cancer-Related Pain Care” means care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
- B. “End-of-Life Care” means care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
- C. “Downstream Customer Data” shall mean transaction information that Teva collects relating to its direct customers’ sales to downstream customers, including chargeback data tied to Teva providing certain discounts, “867 data” and IQVIA data.
- D. “Health Care Provider” shall mean any U.S.-based physician or other health care practitioner who is licensed to provide health care services and/or prescribe pharmaceutical products and any medical facility, practice, hospital, clinic or pharmacy.
- E. “Including but not limited to”, when followed by a list or examples, shall mean that list or examples are illustrative instances only and shall not be read to be restrictive.
- F. “In-Kind Support” shall mean payment or assistance in the form of goods, commodities, services, or anything else of value.
- G. “Lobby” and “Lobbying” shall have the same meaning as “lobbying activities” and “lobbying contacts” under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied in that particular state or locality. As used in this document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.
- H. “Opioid(s)” shall mean all natural, semi-synthetic, or synthetic chemicals that interact with opioid receptors and act like opium. For the avoidance of doubt, the term Opioid shall not include the opioid antagonists naloxone or naltrexone.
- I. “Opioid Product(s)” shall mean all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (“FDA”) and listed by the Drug Enforcement Administration (“DEA”) as Schedule II, III, or IV pursuant to the federal Controlled Substances Act (including but not limited to

buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone, buprenorphine, or other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (“APIs”) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

- J. “OUD” shall mean opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5)*, as updated or amended.
- K. “Promote,” “Promoting,” “Promotion,” and “Promotional” shall mean dissemination of information or other practices intended or reasonably anticipated to increase sales or prescriptions, or that attempts to influence prescribing practices of Health Care Providers in the United States.
- L. “Qualified Researcher” shall mean any researcher holding a faculty appointment or research position at an institution of higher education, a research organization, a nonprofit organization, or a government agency.
- M. “Suspicious Order” shall have the same meaning as provided by the Controlled Substances Act, 21 U.S.C. §§ 801-904, and the regulations promulgated thereunder and analogous Florida state laws and regulations.
- N. “Teva” means Teva Pharmaceuticals USA, Inc. (“Teva USA”); Cephalon, Inc.; Watson Laboratories, Inc.; Actavis LLC; Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.; Warner Chilcott Co., LLC; Actavis South Atlantic LLC; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Actavis Totowa LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc. f/k/a Watson Laboratories Inc.-Salt Lake City; and Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida.
- O. “Third Party” shall mean any person or entity other than Teva or a government entity.
- P. “Treatment of Pain” shall mean the provision of therapeutic modalities to alleviate or reduce pain.
- Q. “Unbranded Information” shall mean any information that does not identify a specific branded or generic product(s).

II. **Injunctive Relief**

A. **General Provisions**

1. Teva shall not make any written or oral statement about Opioids or any Opioid Product that is false, misleading, and/or deceptive as defined under the law of Florida.
2. Teva shall not represent that Opioids or any Opioid Products have approvals, characteristics, uses, benefits, or qualities that they do not have.

B. **Ban on Promotion**

1. Teva shall not engage in the Promotion of Opioids or Opioid Products including, but not limited to, by:
 - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers, patients, or persons involved in determining the Opioid Products included in formularies;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioids or Opioid Products;
 - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
 - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
 - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; or

- g. Engaging in Internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an Internet search or otherwise be more visible or more accessible to the public on the Internet.

2. Notwithstanding subsection II.B.1 directly above, Teva may:

- a. Maintain a corporate website;
- b. Maintain a website that contains principally the following content for any Opioid Product: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;
- c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in the state where the information is provided. Teva may, in relation to its expressly required participation in the Transmucosal Immediate Release Fentanyl (“TIRF”) Risk Evaluation and Mitigation Strategy (“REMS”) Program, remain involved in the preparation of materials and training concerning the process for enrollment in the TIRF REMS Program;
- d. Provide the following by mail, electronic mail, on or through Teva’s corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in the state where the information is provided;
- e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA’s Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011), as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009), as updated or amended by the FDA;

- f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;
- g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA’s Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;
- h. Provide information relating solely to the pricing of any Opioid Product;
- i. Provide information, through a product catalog or similar means, related to an Opioid or Opioid Product, including, without limitation, pricing information, weight, color, shape, packaging size, type, reference listed drug, National Drug Code (“NDC”) label, and such other descriptive information (including information set forth in a standard Healthcare Distribution Alliance Form or technical data sheet and the FDA approval letter) sufficient to identify the products available, to place an order for a product, and to allow the product to be loaded into a customer’s inventory and ordering system or Third Party pricing compendia;
- j. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved REMS program or other federal or state law or regulation applicable in the state where the program is provided through an independent Third Party, which shall be responsible for the continuing medical education program’s content without the participation of Teva;
- k. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Teva as the source of the information; and

1. Provide rebates, discounts, and other customary pricing adjustments to DEA-registered customers and contracting intermediaries, such as Buying Groups, Group Purchasing Organizations, and Pharmacy Benefit Managers, except as prohibited by Section II.G.
3. Teva shall not engage in the following specific Promotional activity relating to any products indicated for the treatment of Opioid-induced side effects (for the avoidance of doubt, “Opioid-induced side effects” does not include addiction to Opioids or Opioid Products):
 - a. Employing or contracting with sales representatives or other persons to Promote products indicated for the treatment of Opioid-induced side effects to Health Care Providers or patients;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote products indicated for the treatment of Opioid-induced side effects;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote products indicated for the treatment of Opioid-induced side effects; or
 - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote products indicated for the treatment of Opioid-induced side effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.
4. Notwithstanding subsection II.B.3 directly above, Teva may Promote products for the treatment of Opioid-induced side effects (i) so long as such Promotion does not associate the product with Opioids or Opioid Products, or (ii) where such Promotion concerns a product’s indication to reverse overdoses and/or treat Opioid addiction. Nothing herein shall prevent Teva from linking to the FDA label associated with a product.
5. Treatment of Pain
 - a. Teva shall not, either through Teva or through Third Parties, engage in Promotion of the Treatment of Pain in a manner that encourages the utilization of Opioids or Opioid Products.
 - b. Teva shall not, either through Teva or through Third Parties, Promote the concept that pain is undertreated in a manner that encourages the utilization of Opioids or Opioid Products.

c. Teva shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or otherwise Promotes Opioids or Opioid Products.

6. Notwithstanding subsection II.B.5 directly above, Teva may Promote or provide educational information about the Treatment of Pain with non-Opioid products or therapies, including Promoting or providing educational information about such non-Opioid products or therapies as alternatives to Opioid use, or as part of multimodal therapy which may include Opioid use, so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.

C. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Teva shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products. For the avoidance of doubt, this provision shall not prohibit financial incentives (*e.g.*, customary raises or bonuses) based on the performance of the overall company or business segment, as measured by EBITDA, revenue, cash flow, or other similar financial metrics.

2. Teva shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly, to or from any person in return for the prescribing, sale, or use of an Opioid Product. For the avoidance of doubt, this provision shall not prohibit rebates or chargebacks to the extent permitted by other sections of this Consent Judgment.

3. Teva's compensation policies and procedures shall be designed to ensure compliance with this Consent Judgment and other legal requirements.

D. Ban on Funding/Grants to Third Parties

1. Teva shall not, directly or indirectly, provide financial support or In-Kind Support to any Third Party for Promotion of or education about Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects (subject to subsections II.B.2, 4 and 6). For the avoidance of doubt, this provision does not prohibit support expressly allowed by this Consent Judgment or required by a federal or state agency.

2. Teva shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids or Opioid Products.

3. Teva shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects (subject to subsections II.B.2, 4 and 6).
4. Teva shall not use, assist, or employ any Third Party to engage in any activity that Teva itself would be prohibited from engaging in pursuant to this Consent Judgment.
5. Teva shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or reasonably foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.
6. Teva shall not compensate or provide In-Kind Support to Health Care Providers (other than Teva employees) or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payers, *i.e.*, any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers. Nothing in this provision, however, prohibits Teva from using independent contractors who operate under the direction of Teva to provide information to a payor, formulary committee, or other similar entity as permitted in subsection II.B.2 provided that any such persons are bound by the terms of this Consent Judgment. Nor does this provision prohibit the payment of customary rebates or other pricing concessions to third-party payers, including state Medicaid programs, as part of an overall pricing agreement.
7. No officer or executive management-level employee of Teva may concurrently serve as a director, board member, employee, agent, or officer of any entity other than Teva Pharmaceutical Industries Ltd. or a direct or indirect wholly-owned subsidiary thereof, that primarily engages in conduct that Promotes Opioids, Opioid Products, or products indicated for the treatment of Opioid-related side effects. For the avoidance of doubt, nothing in this provision shall preclude an officer or executive management-level employee of Teva from concurrently serving on the board of a hospital.
8. Teva shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects. For the avoidance of doubt, nothing in this paragraph shall prohibit Teva from fully and accurately responding to unsolicited

requests or inquiries about a person's fitness to serve as an employee or board member at any such entity.

9. For the avoidance of doubt:

a. Nothing in this Section II.D shall be construed or used to prohibit Teva from providing financial or In-Kind Support to:

- (i) medical societies and patient advocate groups, who are principally involved in issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose; or
- (ii) universities, medical institutions, or hospitals, for the purpose of addressing, or providing education on, issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose;
- (iii) the American Medical Association (AMA), the American Cancer Society (ACS) or any other medical society solely dedicated to cancer treatment; or
- (iv) trade associations including, without limitation, PhRMA (Pharmaceutical Research and Manufacturers of America), HDA (Healthcare Distribution Alliance), AAM (Association for Accessible Medications), PCMA (Pharmaceutical Care Management Association), and NACDS (National Association of Chain Drug Stores), or successor organizations to any of the foregoing.

b. The prohibitions in this Section II.D shall not apply to engagement with Third Parties based on activities related to (i) medications with an FDA-approved label that lists only the treatment of opioid abuse, addiction, dependence and/or overdose as their "indications and usage," to the extent they are sold to addiction treatment facilities; (ii) raw materials, APIs and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials, APIs and/or immediate precursors are sold or marketed exclusively to DEA registrants or sold outside the United

States or its territories; or (iii) education warning about drug abuse or promoting prevention or treatment of drug misuse.

- c. Teva will be in compliance with subsections II.D.2 and II.D.3 with respect to support of an individual Third Party to the extent that the State of Florida determines that such support does not increase the risk of the inappropriate use of Opioids and that Teva has not acted for the purpose of increasing the use of Opioids.

E. Lobbying Restrictions

1. Teva shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:
 - a. encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids; or
 - b. pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.
2. Teva shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:
 - a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;
 - b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;
 - c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;
 - d. The limitation of initial prescriptions of Opioids to treat acute pain;
 - e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;

- f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;
 - g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or
 - h. The implementation or use of Opioid drug disposal systems.
3. Teva shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of prescription drug monitoring programs (“PDMPs”), including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
4. Notwithstanding the foregoing restrictions in subsections II.E.1-3, the following conduct is not restricted:
- a. Lobbying against the enactment of any provision of any state, federal, municipal, or county taxes, fees, assessments, or other payments;
 - b. Challenging the enforcement of, or suing for declaratory or injunctive relief with respect to legislation, rules or regulations referred to in subsection II.E.1;
 - c. Communications made by Teva in response to a statute, rule, regulation, or order requiring such communication;
 - d. Communications by a Teva representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as a result of a mandatory order or subpoena commanding that person to testify;
 - e. Responding, in a manner consistent with this Consent Judgment, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Teva from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation;
 - f. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections

II.E.1-3, so long as Teva does not support specific portions of such legislation or regulation covered by subsection II.E.1 or oppose specific portions of such legislation or regulation covered by subsections II.E.2-3;

- g. Communicating with a federal or state agency in response to a Federal Register or similar notice or an unsolicited federal or state legislative committee request for public comment on proposed legislation;
 - h. Responding to requests from the DEA, the FDA, or any other federal or state agency, and/or participating in FDA or other agency panels at the request of the agency; and
 - i. Participating in meetings and other proceedings before the FDA, FDA advisory committee or other FDA committee in connection with the approval, modification of approval, or oversight of Teva's own products.
5. Teva shall provide notice of the prohibitions in Section II.E to all employees engaged in Lobbying; incorporate the prohibitions in Section II.E into trainings provided to Teva employees engaged in Lobbying; and certify that it has provided such notice and trainings to Teva employees engaged in Lobbying.

F. Monitoring and Reporting of Off-Label Use

- 1. Teva shall monitor for off-label prescribing of its brand Opioid Products in the United States as provided for in the TIRF REMS Program..
- 2. Upon request of one of the following, Teva shall provide the requestor with the data and analysis described in Subsection II.F.1, to be used for law enforcement, counter-detailing, academic or medical research, or public health and other non-commercial purposes: Florida Attorney General or other law enforcement agency, Florida medical board, Florida board of pharmacy, Qualified Researchers, medical and pharmacy directors of health systems or clinics, medical associations, and other public health officials, including but not limited to city health authorities, county medical directors, and Florida public health authorities.
- 3. Teva shall provide the data and analysis described in Subsection VI.E.1 in chart format, including breakdown of prescriptions by year, diagnosis, and county.

G. Ban on High Dose Opioids.

1. After any related commercial commitments existing on the Effective Date of the Release have expired, Teva shall not manufacture, promote, or distribute any oxycodone pill that exceeds 40 milligrams.

H. Ban on Prescription Savings Programs

1. Teva shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product. This does not preclude Teva from offering discounts or rebates to commercial partners on entire portfolios of products, including providing discounts, coupons, rebates, or other methods for use by retail chain pharmacies, such as CVS, Walgreens, Rite Aid and the like.
2. Teva shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product.

I. Monitoring and Reporting of Direct and Downstream Customers.

1. Teva shall operate an effective monitoring and reporting system in compliance with federal law, that shall include processes and procedures that:
 - a. Utilize all reasonably available transaction information to identify a Suspicious Order of an Opioid Product by a direct customer;
 - b. Utilize all reasonably available Downstream Customer Data to identify whether a downstream customer poses a material risk of diversion of an Opioid Product;
 - c. Utilize all information Teva receives that bears upon a direct customer's or a downstream customer's diversion activity or potential for diversion activity, including reports by Teva's employees, customers, Health Care Providers, law enforcement, state, tribal, or federal agencies, or the media; and
 - d. Upon request (unless otherwise required by law), report to the Florida Attorney General or State controlled substances regulatory agency any direct customer or downstream customer in Florida identified as part of the monitoring required by (a)-(c), above, and any customer relationship in such State terminated by Teva relating

to diversion or potential for diversion. These reports shall include the following information, to the extent known to Teva:

- (i) The identity of the downstream registrant and the direct customer(s) identified by Teva engaged in the controlled substance transaction(s), to include each registrant's name, address, business type, and DEA registration number;
 - (ii) The dates of reported distribution of controlled substances by direct customers to the downstream registrant during the relevant time period;
 - (iii) The drug name, drug family or NDC and dosage amounts reportedly distributed;
 - (iv) The transaction or order number of the reported distribution; and
 - (v) A brief narrative providing a description of the circumstances leading to Teva's conclusion that there is a risk of diversion.
2. Teva shall not provide to any direct customer an Opioid Product to fill an order identified as a Suspicious Order unless Teva investigates and finds that the order is not suspicious.
 3. Upon request, Teva shall provide cooperation and assistance to any federal, state or local law enforcement investigations of potential diversion or suspicious circumstances involving Opioid Products, including criminal law enforcement agencies, drug control agencies, professional licensing boards, and Attorney General's offices.
 4. Teva agrees that it will refrain from providing an Opioid Product directly to a retail pharmacy or Health Care Provider.

J. Miscellaneous Terms

1. To the extent that any provision in this Consent Judgment conflicts with federal or relevant state law or regulation, the requirements of the law or regulation will prevail. To the extent that any provision in this Consent Judgment is in conflict with federal or relevant state law or regulation such that Teva cannot comply with both the law or regulation and the provision of this Consent Judgment, Teva may comply with such law or regulation.

2. Teva will enter into this Consent Judgment solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Teva expressly denies. No part of this Consent Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Teva. This Consent Judgment is not intended for use by any Third Party for any purpose, including submission to any court for any purpose.
3. For the avoidance of doubt, this Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Teva in any action, and nothing in this Consent Judgment shall be construed or used to prohibit Teva in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in litigation or other legal or administrative proceedings.
4. Nothing in this Consent Judgment shall be construed to limit or impair Teva's ability (a) to communicate its positions and respond to media inquiries concerning litigation, investigations, reports, or other documents or proceedings relating to Teva or its Opioid Products, or (b) to maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products.
5. Nothing in this Consent Judgment shall prohibit Teva from divesting any Opioid or Opioid Product, in each case, including providing technical development services, transferring know-how and patents, and/or providing such other support services in connection therewith.
6. This Consent Judgment applies to the manufacture, sales, Promotion, marketing and distribution by Teva within the United States and its territories or involving Health Care Providers.
7. Upon the request of the Attorney General of the State of Florida, Teva shall provide the Attorney General of the State of Florida with copies of the following, within 30 days of the request:
 - a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Teva's Opioid Product(s); and
 - b. Warning or untitled letters issued by the FDA regarding Teva's Opioid Product(s) and all correspondence between Teva and the FDA related to such letters.

8. The parties by stipulation may agree to a modification of this Consent Judgment; provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both Teva and the Attorney General of the State of Florida.
9. If, after the Effective Date of the Release, Teva enters into any collective resolution of substantially all opioid claims brought by states, counties, and municipalities (a “Global Resolution”) that contains injunctive relief terms that are more favorable than the terms of this Consent Judgment, then this Consent Judgment will be revised to contain such more favorable injunctive relief terms. Teva shall provide the State a copy of any Other State Settlement within thirty (30) days of its effective date.

K. Compliance with State Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product

1. Subject to subsection II.G.1 above, Teva shall continue to comply with all applicable state laws and regulations that relate to the sale, Promotion, distribution, and disposal of Opioids or Opioid Products, including but not limited to:
 - a. Florida Controlled Substances Act, including all guidance issued by the applicable state regulator(s);
 - b. Florida Consumer Protection Laws; and
 - c. Florida laws and regulations related to opioid prescribing, distribution, and disposal.

III. Clinical Data Transparency

A. Data to Be Shared

1. Teva shall continue to share truthful and balanced summaries of the results of all Teva-Sponsored Studies through its publicly available website (*see* <https://www.tevapharm.com/teva-clinical-trials>):
 - a. “Teva-Sponsored Studies” means pre-marketing clinical research and post-marketing clinical research that Teva “takes responsibility for and initiates” as “sponsor,” as “sponsor” is defined in 21 C.F.R. § 312.3(b), and that involves an intervention with human subjects with an Opioid Product.
 - b. The summaries may include redactions to protect personal identifying information, trade secret and confidential commercial

information, and information that may provide a road map for defeating a product's abuse-deterrent properties.

2. With respect to any Teva-Sponsored Studies relating to any new Teva Opioid Product or new indication for an existing Teva Opioid Product, Teva shall, within 6 months after regulatory approval or 18 months after study completion, whichever occurs later, make the following clinical data that is reasonably accessible and in its possession, custody, and control available through a third-party data archive that makes clinical data available to Qualified Researchers with a bona fide scientific research proposal:
 - a. Fully analyzable data set(s) (including individual de-identified participant-level data);
 - b. The clinical study report(s) redacted for commercial or personal identifying information;
 - c. The full protocol(s) (including the initial version, final version, and all amendments); and
 - d. Full statistical analysis plan(s) (including all amendments and documentation for additional work processes).
 - e. Data related to Investigator Sponsored Studies are not subject to the requirements in Section III.

B. Third-Party Data Archive

1. The third-party data archive referenced above shall have a panel of reviewers with independent review authority to determine whether the researchers are qualified, whether a research application seeks data for bona fide scientific research, and whether a research proposal is complete.
2. The panel may exclude research proposals with a commercial interest.
3. Teva shall not interfere with decisions made by the staff or reviewers associated with the third-party data archive.
4. Any data sharing agreement with a Qualified Researcher who receives shared data via the third-party data archive shall contain contact information for Teva's pharmacovigilance staff. Every agreement shall require the lead Qualified Researcher to inform Teva's pharmacovigilance staff within 24 hours of any determination that research findings could bear on the risk-benefit assessment regarding the product. The lead Qualified Researcher may also share findings bearing on the risk-benefit assessment regarding

the product with regulatory authorities. Teva's pharmacovigilance staff shall take all necessary and appropriate steps upon receipt of such safety information, including but not limited to notifying the appropriate regulatory authorities or the public.

5. Teva shall bear all costs for making data and/or information available to the third-party data archive.

IV. **Compliance**

A. **Compliance Duration**

1. Sections II and III of this Exhibit shall be effective for 15 years from the Effective Date of the Release.
2. Nothing in this Consent Judgment shall relieve Teva of its independent obligation to fully comply with the laws of the State of Florida after expiration of the 13-year period specified in this subsection.

B. **Compliance Deadlines**

1. Teva must be in full compliance with the provisions included in this Consent Judgment by the Effective Date of the Release. Nothing herein shall be construed as permitting Teva to avoid existing legal obligations.

V. **Enforcement**

- A. If the State believes that Teva is not in compliance with any term of this Final Consent Order, then the State shall:
 1. Provide written notice specifying the reason(s) why the State believes Teva is not in compliance with this Final Consent Order; and
 2. Allow Teva at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period").
- B. The State may not commence a proceeding to enforce compliance with this Final Consent Order before the expiration of the Cure Period, provided that the State may take any action if the State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.
- C. Teva agrees to venue for any proceedings related to this paragraph in the Court in which the State of Florida files this Consent Judgment.

EXHIBIT G
draft

<u>Litigating Subdivision</u>	<u>Local Litigation Cost Share</u>
Alachua County	1.0580563941118500%
Apopka	0.1215329679172490%
Bay County	0.6743853947971450%
Bradenton	0.4749682718143620%
Bradford County	0.2368825999247740%
Brevard County	2.9841904994087900%
Broward County	5.0788659071877600%
Calhoun County	0.0589164770693348%
Clay County	1.4919590528781900%
Clearwater	0.7924203742280190%
Coconut Creek	0.1264292438193310%
Coral Gables	0.0897355488925041%
Coral Springs	0.4043048184848150%
Daytona Beach	0.5595101817342350%
Daytona Beach Shores	0.0049121655318066%
Deerfield Beach	0.2530582429837640%
Delray Beach	0.4398589999657240%
Deltona	0.2491902531195310%
Dixie County	0.1296956977011560%
Escambia County	1.2638929275031100%
Florida City	0.0049121655318066%
Fort Lauderdale	1.0383464434128300%
Fort Pierce	0.1994420924009210%
Gilchrist County	0.0804264958213678%
Gulf County	0.0749014445716371%
Hallandale Beach	0.1937104759647790%
Hamilton County	0.0599334133716682%
Hernando County	1.8878128582969600%
Hillsborough County	8.1548303679879300%
Holmes County	0.1020273124575380%
Homestead	0.0311731835713032%
Jackson County	0.1986930098567910%
Jacksonville	6.6203098069205700%
Lake County	0.9770487918320040%
Lauderhill	0.1804993838228590%
Lee County	2.6882938146892400%

Leon County	0.5890694329150050%
Levy County	0.3140267522345930%
Lynn Haven	0.0490126978571018%
Manatee County	2.8609845804763200%
Marion County	1.6654193307333400%
Miami	0.3660335103211090%
Miami Gardens	0.0508604347992879%
Miami-Dade County	5.4031323908059000%
Miramar	0.3491405639774380%
Monroe County	0.4854327279611400%
New Port Richey	0.1873705137049190%
Niceville	0.0271848865105896%
North Miami	0.0379784849873643%
Ocala	0.4612963804104470%
Ocoee	0.0832593898064393%
Okaloosa County	0.7932307453439410%
Orange County	3.9242890922912800%
Orlando	1.4504780395102400%
Ormond Beach	0.1433221901630030%
Osceola County	1.0466816891766000%
Oviedo	0.1289284555802000%
Palatka	0.0587008320945097%
Palm Bay	0.5060801668138730%
Palm Beach County	7.4561883184436100%
Palmetto	0.0660940498103573%
Panama City	0.1939647100403620%
Pasco County	5.5375586582705800%
Pembroke Pines	0.5786072467153300%
Pensacola	0.4133437478506440%
Pinellas County	5.9926126841466200%
Pinellas Park	0.3146192084285860%
Polk County	2.0023407694530500%
Pompano Beach	0.4193886169870580%
Port St. Lucie	0.4885607150696560%
Putnam County	0.4224712051535060%
Sanford	0.2053280652400960%
Santa Rosa County	0.8183885690911740%
Sarasota	0.6054198619009580%
Sarasota County	2.4612900245585600%
Seminole County	1.8860854285512600%

St. Augustine	0.0581446950541711%
St. Johns County	0.8298745014344930%
St. Lucie County	1.1954994212769900%
St. Petersburg	1.8209515663656500%
Stuart	0.1015415437774050%
Suwannee County	0.2387961653329590%
Sweetwater	0.0051459700834591%
Tallahassee	0.5325590997752980%
Tampa	2.4698749645037000%
Taylor County	0.1152406745465610%
Town of Eatonville	0.0049121655318066%
Union County	0.0814547818592183%
Volusia County	2.2307927858357100%
Walton County	0.3357365263317270%
Washington County	0.1501728905211320%

EXHIBIT H

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, STATE OF FLORIDA
WEST PASCO CIVIL DIVISION

STATE OF FLORIDA, OFFICE OF THE
ATTORNEY GENERAL, DEPARTMENT
OF LEGAL AFFAIRS,

Plaintiff,

v.

No. 2018-CA-001438

PURDUE PHARMA L.P., et al.,

Defendants.

CONSENT JUDGMENT

Plaintiff, the State of Florida, Office of the Attorney General, Department of Legal Affairs (“Plaintiff” or “Florida AG”), brought the above-captioned action against Defendants Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis, LLC, and Actavis Pharma, Inc. (together, “Teva”), among others, alleging: that Teva violated Florida law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in what Florida has alleged is a public nuisance in Florida; that Teva violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; that Teva violated Fla. Stat. § 501.204(1); and that Teva violated Fla. Stat. § 895.03(3) & (4) (the “Florida AG Action”). Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens.

In addition, numerous governmental entities in Florida (“Subdivisions”) have brought separate lawsuits (“Actions”) in various forums against Teva, among others. These Actions

assert claims that arise out of or relate to alleged conduct that is substantially similar to or overlaps with the conduct alleged in the Florida AG Action (the “Covered Conduct”).

Teva denies the allegations in the Florida AG Action and other Actions and claims to have no liability to Plaintiff or to any Subdivision or other governmental entity (whether such governmental entity has brought or is a party to another Action or not). Plaintiff and Teva (the “Parties”), by their counsel, have agreed to a resolution of the Florida AG Action (“Agreement,” attached to this judgment) and the entry of this Consent Judgment (including the injunctive terms incorporated herein) by the Court without trial or finding of admission or wrongdoing or liability of any kind. Furthermore, under the Agreement, and as effectuated in this Consent Judgment, the Florida AG is exercising its authority to act in the public interest and release its own Claims as well as those of all Subdivisions, whether asserted previously or in the future, that arise out of or relate to the Covered Conduct. Unless otherwise specified, capitalized terms used herein shall have the meanings specified in the Agreement.

NOW THEREFORE, without trial or adjudication of any issue of fact or law presented in the Florida AG Action or the other Actions, without this Consent Judgment constituting evidence against or admission by anyone with respect to any issue of fact or law, and upon the Parties’ consent, IT IS HEREBY ORDERED AS FOLLOWS:

I. PARTIES

1. Defendant Teva Pharmaceuticals USA, Inc., is a Delaware corporation with its principal places of business in Pennsylvania. Defendant Cephalon, Inc. is a Delaware corporation with its principal place of business in Frazer, Pennsylvania. Defendant Actavis, LLC is a Delaware limited liability company with its principal place of business in New Jersey. Defendant Actavis Pharma, Inc. is a Delaware corporation with its principal place of business in New Jersey.

2. Plaintiff has the authority to act in the public interest and on behalf of the people of Florida as the people's attorney.

II. JURISDICTION

3. This Court has jurisdiction over the Parties and the subject matter of this action and all city and county Litigating Subdivisions and all other Participating Subdivisions, each of which 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.

III. AGREEMENT

4. The Parties have agreed to resolution of the Florida AG Action under the terms of their Agreement, which is attached hereto as Exhibit A. In the event of a conflict between the terms of the Exhibits and this summary document, the terms of the Agreement shall govern.

IV. FINANCIAL TERMS

5. On or before the later of (a) seven (7) days after the entry of this Consent Judgment, or (b) seven (7) days after (i) the Qualified Settlement Fund contemplated by the Agreement has been established under the authority and jurisdiction of the Court, and (ii) Teva has received a W-9 and wire instructions for the Qualified Settlement Fund, Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis, LLC, and Actavis Pharma, Inc. shall pay the sum of \$194,826,499 into the Qualified Settlement Fund as specified in the Agreement, consisting of \$177,114,999 to be allocated for opioid remediation, \$8,855,750 to be available to reimburse State Litigation Costs, and \$8,855,750 to be available to reimburse Litigating Subdivision Litigation Costs.

6. As contemplated by the Settlement Agreement, Plaintiff has filed a motion to establish a Qualified Settlement Fund and appoint a settlement fund administrator, which is contained in Exhibit B to this Consent Judgment, and a motion for State Litigation Costs, which

is contained in Exhibit C to this Consent Judgment. The Court will enter separate orders with respect to these motions.

7. Subsection C.1(b) of the Parties' Agreement provides with respect to the portion of the payment to be allocated for opioid remediation that it shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund. Subsection C.3 of the Parties' Agreement provides that the amount to be available to reimburse State Litigation Costs shall be allocated by the Qualified Settlement Fund Administrator to a State Litigation Cost Payment Sub-Fund and that the amount to be available to reimburse Litigation Subdivision Litigation Costs shall be allocated by the Qualified Settlement Fund Administrator to a Litigating Subdivision Litigation Cost Sub-Fund. The Court approves the allocations set forth in the Agreement and the requirements governing distribution from each, the satisfaction of which will be determined at the appropriate time.

8. The Parties' Agreement provides that Subdivisions that elect to participate in the settlement by the Initial Participation Date and complete other requirements specified in the Agreement may be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Effective Date of the Agreement. The Parties' Agreement further provides that Subdivisions that elect to participate in the settlement after the Initial Participation Date and complete other requirements specified in the Agreement may be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

9. The Parties previously agreed to an Initial Participation Date of April 28, 2022. Pursuant to the Agreement's terms, the Effective Date of the Agreement is _____, and the Post-Effective Date Sign-on Deadline is _____.

V. INJUNCTIVE TERMS

10. The Parties have agreed that Teva shall be subject to the injunctive terms set forth in Exhibit F to the Agreement.

11. Compliance with injunctive terms may be enforced in this Court consistent with the terms specified in the injunctive provisions set forth in Exhibit F to the Agreement.

VI. PROVISION OF SETTLEMENT PRODUCT

12. The Parties have agreed that pursuant to the Agreement, the Office of the Attorney General, on behalf of the State, shall have the right to place periodic orders, not to exceed four (4) quarterly orders per year, to Teva USA for fulfillment of Settlement Product (Naloxone Hydrochloride Nasal Spray) over a period of ten (10) years, subject to Teva's good faith and reasonable efforts to meet the logistical requirements necessary to commence manufacturing of the needed increase in units.

13. The Parties have agreed that the total value of the Settlement Product to be provided under the Agreement is \$84,000,000.

14. The terms and logistics for the ordering and delivery of Settlement Product are specified in Exhibit K to the Agreement.

VII. RELEASES AND DISMISSAL WITH PREJUDICE

15. Plaintiff and Teva have agreed to the Release of certain Claims as provided in Sections D and E of the Agreement. Such Releases are given in good faith within the meaning of Fla. Stat. § 768.31(5) and upon entry of this Consent Judgment shall be effective as to all Releasors.

16. Plaintiff's Claims against Teva are hereby DISMISSED WITH PREJUDICE, with each Party to bear its own costs except as specified in the Agreement.

VIII. MISCELLANEOUS

17. This Court retains jurisdiction to enforce the terms of this Consent Judgment. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

18. This Consent Judgment shall remain in full force and effect for eight years from the date it is entered, at which time Teva's obligations under the Consent Judgment shall expire.

19. Entry of this Consent Judgment is in the public interest.

IT IS SO ORDERED, ADJUDGED AND DECREED in Chambers at New Port Richey, Pasco Cunty, Florida, this __ day of April 2022.

Honorable Kimberly Sharpe Byrd
Circuit Court Judge

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

TEVA

By: _____

Name: Eric W. Sitarchuk
Rebecca J. Hillyer
Attorneys for Teva
On behalf of Teva

Date: _____

PLAINTIFF

**STATE OF FLORIDA, including the
OFFICE OF THE ATTORNEY GENERAL**

By: _____

Name: John Guard
Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him
by Ashley Moody, Attorney General of
Florida

Date: _____

STATE OUTSIDE LITIGATION COUNSEL

Kellogg, Hansen, Todd, Figel & Frederick, P.L.L.C.

By: _____

Name: David C. Frederick

Date: _____

Drake Martin Law Firm, LLC

By: _____

Name: Drake Martin

Date: _____

EXHIBIT I

State - Subdivision Agreement

**FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.

7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys’ fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein “Expense Fund”) shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys’ fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempe

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempe@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

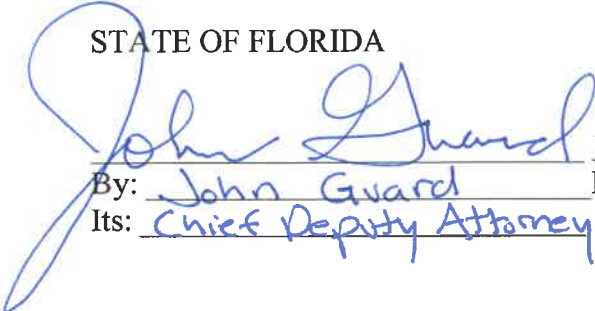
STATE OF FLORIDA

By: John Guard DATED 11/15/2021
Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B
Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
Bay	Glen St. Mary		0.000096234647%
	Maccleddy		0.023628329446%
		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples			0.134416197054%
Columbia			0.446781150792%	
	Columbia County			0.341887201373%
	Fort White			0.000236047247%
	Lake City			0.104659717920%
DeSoto			0.113640407802%	
	DeSoto County			0.096884684746%
	Arcadia			0.016755723056%
Dixie			0.103744580900%	
	Dixie County			0.098822087921%
	Cross City			0.004639236282%
	Horseshoe Beach			0.000281440949%
Duval			5.434975156935%	
	Jacksonville			5.270570064997%
	Atlantic Beach			0.038891507601%
	Baldwin			0.002251527589%
	Jacksonville Beach			0.100447182431%
	Neptune Beach			0.022814874318%
Escambia			1.341634449244%	
	Escambia County			1.005860871574%
	Century			0.005136751249%
	Pensacola			0.330636826421%
Flagler			0.389864712244%	
	Flagler County			0.279755934409%
	Beverly Beach			0.000154338585%
	Bunnell			0.009501809575%
	Flagler Beach			0.015482883669%
	Marineland			0.000114392127%
	Palm Coast			0.084857169626%
Franklin			0.049911282550%	
	Franklin County			0.046254365966%
	Apalachicola			0.001768538606%
	Carabelle			0.001888377978%
Gadsden			0.123656074077%	
	Gadsden County			0.090211810642%

	Chattahoochee			0.004181667772%
	Greensboro			0.000492067723%
	Gretna			0.002240633101%
	Havana			0.005459954403%
	Midway			0.001202025213%
	Quincy			0.019867915223%
Gilchrist			0.064333769355%	
	Gilchrist County			0.061274233881%
	Bell			0.000099866143%
	Fanning Springs			0.000388570084%
	Trenton			0.002571099247%
Glades			0.040612836758%	
	Glades County			0.040420367464%
	Moore Haven			0.000192469294%
Gulf			0.059914238588%	
	Gulf County			0.054715751905%
	Port St. Joe			0.004817179591%
	Wewahitchka			0.000381307092%
Hamilton			0.047941195910%	
	Hamilton County			0.038817061931%
	Jasper			0.004869836285%
	Jennings			0.002623755940%
	White Springs			0.001630541754%
Hardee			0.067110048132%	
	Hardee County			0.058100306280%
	Bowling Green			0.001797590575%
	Wauchula			0.006667426860%
	Zolfo Springs			0.000544724417%
Hendry			0.144460915297%	
	Hendry County			0.122147187443%
	Clewiston			0.017589151414%
	LaBelle			0.004724576440%
Hernando			1.510075949110%	
	Hernando County			1.447521612849%
	Brooksville			0.061319627583%

	Weeki Wachee			0.001234708678%
Highlands			0.357188510237%	
	Highlands County			0.287621754986%
	Avon Park			0.025829016090%
	Lake Placid			0.005565267790%
	Sebring			0.038172471371%
Hillsborough			8.710984113657%	
	Hillsborough County			6.523111204400%
	Plant City			0.104218491142%
	Tampa			1.975671881253%
	Temple Terrace			0.107980721113%
Holmes			0.081612427851%	
	Holmes County			0.066805002459%
	Bonifay			0.006898026863%
	Esto			0.006269778036%
	Noma			0.001278286631%
	Ponce de Leon			0.000179759057%
	Westville			0.000179759057%
Indian River			0.753076058781%	
	Indian River County			0.623571460217%
	Fellsmere			0.004917045734%
	Indian River shores			0.025322422382%
	Orchid			0.000306861421%
	Sebastian			0.038315915467%
	Vero Beach			0.060642353558%
Jackson			0.158936058795%	
	Jackson County			0.075213731704%
	Alford			0.000303229925%
	Bascom			0.000061735434%
	Campbellton			0.001648699234%
	Cottondale			0.001093080329%
	Graceville			0.002794436257%
	Grandridge			0.000030867717%
	Greenwood			0.001292812616%
	Jacob City			0.000481173235%

	Malone			0.000092603151%
	Marianna			0.073519633768%
	Sneads			0.002404050426%
Jefferson			0.040821647784%	
	Jefferson County			0.037584169001%
	Monticello			0.003237478783%
Lafayette			0.031911772076%	
	Lafayette County			0.031555885457%
	Mayo			0.000355886619%
Lake			1.139211224519%	
	Lake County			0.757453827343%
	Astatula			0.002727253579%
	Clermont			0.075909163209%
	Eustis			0.041929254098%
	Fruitland Park			0.008381493024%
	Groveland			0.026154034992%
	Howey-In-The-Hills			0.002981458307%
	Lady Lake			0.025048244426%
	Leesburg			0.091339390185%
	Mascotte			0.011415608025%
	Minneola			0.016058475803%
	Montverde			0.001347285057%
	Mount Dora			0.041021380070%
	Tavares			0.031820984673%
	Umatilla			0.005623371728%
Lee			3.325371883359%	
	Lee County			2.115268407509%
	Bonita Springs			0.017374893143%
	Cape Coral			0.714429677167%
	Estero			0.012080171813%
	Fort Myers			0.431100350585%
	Fort Myers Beach			0.000522935440%
	Sanibel			0.034595447702%
Leon			0.897199244939%	
	Leon County			0.471201146391%

	Tallahassee			0.425998098549%
Lewy			0.251192401748%	
	Levy County			0.200131750679%
	Bronson			0.005701448894%
	Cedar Key			0.005180329202%
	Chiefland			0.015326729337%
	Fanning Springs			0.000808007885%
	Inglis			0.004976965420%
	Otter Creek			0.000408543312%
	Williston			0.017774357715%
	Yankeetown			0.000884269303%
Liberty			0.019399452225%	
	Liberty County			0.019303217578%
	Bristol			0.000096234647%
Madison			0.063540287455%	
	Madison County			0.053145129837%
	Greenville			0.000110760631%
	Lee			0.000019973229%
	Madison			0.010264423758%
Manatee			2.721323346235%	
	Manatee County			2.201647174006%
	Anna Maria			0.009930326116%
	Bradenton			0.379930754632%
	Bradenton Beach			0.014012127744%
	Holmes Beach			0.028038781473%
	Longboat Key			0.034895046131%
	Palmetto			0.052869136132%
Marion			1.701176168960%	
	Marion County			1.303728892837%
	Bellevue			0.009799592256%
	Dunnellon			0.018400790795%
	McIntosh			0.000145259844%
	Ocala			0.368994504094%
	Reddick			0.000107129135%
Martin			0.869487298116%	

	Martin County			0.750762795758%
	Jupiter Island			0.020873839646%
	Ocean Breeze Park			0.008270732393%
	Sewall's Point			0.008356072551%
	Stuart			0.081223857767%
Miami-Dade			5.232119784173%	
	Miami-Dade County			4.282797675552%
	Aventura			0.024619727885%
	Bal Harbour			0.010041086747%
	Bay Harbor Islands			0.004272455175%
	Biscayne Park			0.001134842535%
	Coral Gables			0.071780152131%
	Cutler Bay			0.009414653668%
	Doral			0.013977628531%
	El Portal			0.000924215760%
	Florida City			0.003929278792%
	Golden Beach			0.002847092951%
	Hialeah			0.098015895785%
	Hialeah Gardens			0.005452691411%
	Homestead			0.024935668046%
	Indian Creek			0.002543863026%
	Key Biscayne			0.013683477346%
	Medley			0.008748274131%
	Miami			0.292793005448%
	Miami Beach			0.181409572478%
	Miami Gardens			0.040683650932%
	Miami Lakes			0.007836768608%
	Miami Shores			0.006287935516%
	Miami Springs			0.006169911893%
	North Bay Village			0.005160355974%
	North Miami			0.030379280717%
	North Miami Beach			0.030391990953%
	Opa-locka			0.007847663096%
	Palmetto Bay			0.007404620570%
	Pinecrest			0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hilliard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake			0.023566594013%
	Belle Isle			0.010798253686%
	Eatonville			0.008325204835%
	Edgewood			0.009716067845%
	Lake Buena Vista			0.010355211161%
	Maitland			0.046728276209%
	Oakland			0.005429086686%
	Ocoee			0.066599822928%
	Orlando			1.160248481490%
	Windemere			0.007548064667%
	Winter Garden			0.056264584996%
	Winter Park			0.104903028159%
Osceola			1.073452092940%	
	Osceola County			0.837248691390%
	Kissimmee			0.162366006872%
	St. Cloud			0.073837394678%
Palm Beach			8.601594372053%	
	Palm Beach County			5.552548475026%
	Atlantis			0.018751230169%
	Belle Glade			0.020828445945%
	Boca Raton			0.472069073961%
	Boynton Beach			0.306498271771%
	Briny Breezes			0.003257452012%
	Cloud Lake			0.000188837798%
	Delray Beach			0.351846579457%
	Glen Ridge			0.000052656694%
	Golf			0.004283349663%
	Greenacres			0.076424835657%
	Gulf Stream			0.010671151322%
	Haverhill			0.001084001589%
	Highland Beach			0.032510968934%
	Hypoluxo			0.005153092982%
	Juno Beach			0.016757538804%
	Jupiter Island			0.125466374888%
	Jupiter Inlet Colony			0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

Clearwater			0.633863120196%
Dunedin			0.102440873796%
Gulfport			0.047893986460%
Indian Rocks Beach			0.008953453662%
Indian Shores			0.011323004874%
Kenneth City			0.017454786058%
Largo			0.374192990777%
Madeira Beach			0.022616957779%
North Reddington Beach			0.003820333909%
Oldsmar			0.039421706033%
Pinellas Park			0.251666311991%
Redington Beach			0.003611522882%
Redington Shores			0.006451352841%
Safety Harbor			0.038061710740%
Seminole			0.095248695748%
South Pasadena			0.029968921656%
St. Pete Beach			0.071791046619%
St. Petersburg			1.456593090134%
Tarpon Springs			0.101970595050%
Treasure Island			0.040652783215%
Polk		2.150483025298%	
Polk County			1.558049828484%
Auburndale			0.028636162584%
Bartow			0.043971970660%
Davenport			0.005305615818%
Dundee			0.005597951255%
Eagle Lake			0.002580177987%
Fort Meade			0.007702403251%
Frostproof			0.005857603227%
Haines City			0.047984773863%
Highland Park			0.000063551182%
Hillcrest Heights			0.000005447244%
Lake Alfred			0.007489960729%
Lake Hamilton			0.002540231530%
Lakeland			0.294875668468%

	Lake Wales			0.036293172134%
	Mulberry			0.005414560702%
	Polk City			0.001080370093%
	Winter Haven			0.097033576087%
Putnam			0.384893194068%	
	Putnam County			0.329225990182%
	Crescent City			0.005561636294%
	Interlachen			0.001877483489%
	Palatka			0.046955244716%
	Pomona Park			0.000379491344%
	Welaka			0.000893348043%
Santa Rosa			0.701267319513%	
	Santa Rosa County			0.592523984216%
	Gulf Breeze			0.061951507906%
	Jay			0.000159785829%
	Milton			0.046632041562%
Sarasota			2.805043857579%	
	Sarasota County			1.924315263251%
	Longboat Key			0.044489458856%
	North Port			0.209611771277%
	Sarasota			0.484279979635%
	Venice			0.142347384560%
Seminole			2.141148264544%	
	Seminole County			1.508694164839%
	Altamonte Springs			0.081305566430%
	Casselberry			0.080034542791%
	Lake Mary			0.079767627827%
	Longwood			0.061710013415%
	Oviedo			0.103130858057%
	Sanford			0.164243490362%
	Winter Springs			0.062262000824%
St. Johns			0.710333349554%	
	St. Johns County			0.656334818131%
	Hastings			0.000010894488%
	Marineland			0.000000000000%

St. Augustine			0.046510386442%
St. Augustine Beach			0.007477250493%
St. Lucie		1.506627843552%	
St. Lucie County			0.956156584302%
Fort Pierce			0.159535255654%
Port St. Lucie			0.390803453989%
St. Lucie Village			0.000132549608%
Sumter		0.326398870459%	
Sumter County			0.302273026046%
Bushnell			0.006607507174%
Center Hill			0.001312785844%
Coleman			0.000748088199%
Webster			0.001423546476%
Wildwood			0.014033916721%
Suwannee		0.191014879692%	
Suwannee County			0.161027800555%
Branford			0.000929663004%
Live Oak			0.029057416132%
Taylor		0.092181897282%	
Taylor County			0.069969851319%
Perry			0.022212045963%
Union		0.065156303224%	
Union County			0.063629259109%
Lake Butler			0.001398126003%
Raiford			0.000012710236%
Worthington Springs			0.000116207876%
Volusia		3.130329674480%	
Volusia County			1.708575342287%
Daytona Beach			0.447556475212%
Daytona Beach Shores			0.039743093439%
DeBary			0.035283616215%
DeLand			0.098983689498%
Deltona			0.199329190038%
Edgewater			0.058042202343%
Flagler Beach			0.000223337011%

Holly Hill			0.031615805143%
Lake Helen			0.004918861482%
New Smyrna Beach			0.104065968306%
Oak Hill			0.004820811087%
Orange City			0.033562287058%
Ormond Beach			0.114644516477%
Pierson			0.002333236251%
Ponce Inlet			0.023813535748%
Port Orange			0.177596501562%
South Daytona			0.045221205323%
Wakulla		0.115129321208%	
Wakulla County			0.114953193647%
Sopchoppy			0.000107129135%
St. Marks			0.000068998426%
Walton		0.268558216151%	
Walton County			0.224268489581%
DeFuniak Springs			0.017057137234%
Freeport			0.003290135477%
Paxton			0.023942453860%
Washington		0.120124444109%	
Washington County			0.104908475404%
Caryville			0.001401757499%
Chipley			0.012550450560%
Ebro			0.000221521263%
Vernon			0.000361333863%
Wausau			0.000680905521%
		100.00%	100.00%

EXHIBIT J*draft***ESCROW AGREEMENT**

This Escrow Agreement dated this ___ day of _____, 2022 (the “**Escrow Agreement**”), is entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL – DEPARTMENT OF LEGAL AFFAIRS, a GOVERNMENT ENTITY LOCATED IN THE UNITED STATES (“**State**”), and Wilmington Trust, National Association, as escrow agent (“**Escrow Agent**”).

RECITALS

WHEREAS, the people of the State and its communities allege that they have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain with respect to the manufacture, distribution, and dispensing of opioid products; and

WHEREAS, the State, through its Attorney General, and certain counties, cities, towns, and other municipalities, through their elected representatives and counsel, are separately engaged in litigation against many of the same Pharmaceutical Supply Chain Participants in connection with the manufacture, distribution, and dispensing of opioid products (collectively referred to as the “**Litigation**”); and

WHEREAS, certain of the Pharmaceutical Supply Chain entities have separately settled or may separately settle with the State (collectively referred to as the “**Settlements**” or individually as a “**Settlement**”) conditioned on obtaining joinder and participation in those settlements from the certain of the State’s counties, cities, towns, and other municipalities (collectively referred to as the “**Local Governments**”); and

WHEREAS, the State and its Local Governments have entered into an agreement entitled the Florida Opioid Allocation and Statewide Response Agreement (the “**Agreement**”) under which the State and its Local Governments have agreed to the allocation and distribution from the Settlements relating to the Litigation; and

WHEREAS, it is necessary for the State to enter into this Escrow Agreement with the Escrow Agent to allow for the distribution of proceeds from each of the Settlements to the Local Governments and the State pursuant to the Agreement; and

WHEREAS, the State seeks to establish this account as a Qualified Settlement Fund as that term is utilized in section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Sections 26 C.F.R. §1.468B-1 et seq.; and

WHEREAS, the State has sought and received an order from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the “**Court**”) ordering the creation of this account and approving the form of this Escrow Agreement and the State is subject to continuing jurisdiction by the Court; and

WHEREAS, the State is establishing this account to resolve or satisfy one or more contested claims with respect to the manufacture, distribution, and dispensing of opioid products against Pharmaceutical Supply Chain Participants who have settled their claims against the State and/or Local Governments arising out of alleged tortious conduct and/or violations of law; and

WHEREAS, the funds placed in the account are segregated from other funds and assets belonging to the State; and

NOW, THEREFORE, in consideration of the premises, and further consideration of the covenants set forth hereafter, it is hereby agreed mutually as follows:

ARTICLE 1 ESCROW DEPOSIT

1.1. Receipt of Escrow Property.

(a) Upon execution of this Escrow Agreement by each of the parties hereto, the State shall cause funds from a Settlement in the amount of **\$194,826,499** to be deposited into a United States Dollar denominated account (the “**Escrow Account**”) established by the Escrow Agent. The Escrow Account is set forth below:

Manufacturers & Traders Trust Co.
ABA# 031100092
A/C# 155084-000
A/C Name: Florida Opioid Settlement Fund Teva
Attn: Global Capital Markets

(b) The Escrow Agent will hold the deposit and any subsequent deposits in the Escrow Account, together with all investments thereof and all interest accumulated thereon and proceeds therefrom (the “**Escrow Property**”), in escrow upon the terms and conditions set forth in this Escrow Agreement and shall not disburse funds from the Escrow Account except as provided herein.

(c) The State may further request that Escrow Property in the Teva Account be further subdivided into sub-accounts within the Teva Account in accordance with the State’s settlement agreement with Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis, LLC, and Actavis Pharma, Inc. (the “Teva Agreement”). The State shall provide directions prior to or soon after deposit on how Escrow Property shall be subdivided. The State may adjust or transfer Escrow Property between sub-accounts within the Teva Account after receipt consistent with the terms of the Teva Agreement. Based on the Teva Agreement it is expected that the Teva Account may be divided into five sub-accounts: (1) a State sub-account; (2) a city/county or subdivision sub-account; (3) an abatement sub-account; (4) a State attorney’s fees and costs sub-account; and (5) a Local Government attorney’s fee and costs sub-account.

1.2. Investments.

(a) The Escrow Agent shall invest the Escrow Property in accordance with the written instructions provided to the Escrow Agent and signed by the State in such investments (i) as shall from time to time be selected by the State and (ii) be investments the Escrow Agent is able to hold. In all events, the proceeds shall be managed in a manner designed to preserve principal and accrue income by investing in instruments/securities comprised of (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities including SEC registered money market funds and collateralized money market accounts; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts, and certificates of deposit subject to Federal Depository Insurance Corporation protections as available. In the absence of written investment instructions from the State, the Escrow Agent shall hold the Escrow Property un-invested, without interest thereon. For the avoidance of doubt, any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 below. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected

funds. The Escrow Agent shall not be liable for collection items until such proceeds have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(c) In the event that market conditions are such that negative interest applies to amounts deposited with the Escrow Agent, the State shall be responsible for the payment of such interest and the Escrow Agent shall be entitled to deduct from amounts on deposit with it an amount necessary to pay such negative interest. For the avoidance of doubt, the indemnification protections afforded to the Escrow Agent under Section 3.1 of this Agreement shall cover any interest-related expenses (including, but not limited to, negative interest) incurred by the Escrow Agent in the performance of its duties hereunder.

1.3. Disbursements.

(a) The State shall provide direction to Escrow Agent of any disbursement of Escrow Property and all directions shall be in writing (a “Written Direction” and as used herein, the term “Written Direction” may refer, variably, to a writing substantially in the form of either Exhibit “A-1” or Exhibit “A-2,” as the context may require). It is expected that disbursements of Escrow Property will happen periodically depending on the terms of the Settlements. It is expected that at least two disbursements will be made in the first calendar year of the Escrow Agreement.

(b) In the event that Escrow Agent makes any payment to any other party pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Account or another party or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the recipient shall repay to the Escrow Agent upon written request the amount so paid to it.

(c) The Escrow Agent shall, in its sole discretion, comply with judgments or orders issued or process entered by any court with respect to the Escrow Property, including without limitation any attachment, levy or garnishment, without any obligation to determine such court's jurisdiction in the matter and in accordance with its normal business practices. If the Escrow Agent complies with any such judgment, order or process, then Escrow Agent shall not be liable to the State or any other person by reason of such compliance, regardless of the final disposition of any such judgment, order or process.

(d) The State understands and agrees that the Escrow Agent shall have no obligation or duty to act upon a Written Direction delivered to the Escrow Agent for the disbursement of Escrow Property under this Escrow Agreement if such Written Direction is not (i) in writing, (ii) signed by, in the case of the State, any individual designated by the State on Exhibit B hereto (each such individual an “**Authorized Representative**”), and (iii) delivered to, and able to be authenticated by, the Escrow Agent in accordance with Section 1.5.

(e) Upon request, the Escrow Agent will furnish monthly statements to the State setting forth the activity in the Escrow Account. Upon request by the State, the Escrow Agent will furnish monthly statements to Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis, LLC, and Actavis Pharma, Inc. setting forth the activity in the Teva Account (including all constituent sub-accounts of the Teva Account). the Escrow Agent will furnish monthly statements to that Pharmaceutical Supply Chain Participant setting forth the activity in that Pharmaceutical Supply Chain Participant's Sub-Fund (including all constituent sub-funds of that Sub-Fund) within the Escrow Account.

(f) The State may specify in a Written Direction whether the Escrow Property shall be disbursed by way of wire transfer or check. If the written notice for the disbursement of funds does not so specify the disbursement means, the Escrow Agent may disburse the Escrow Property by any means chosen by the Escrow Agent.

1.4. Written Direction and Other Instruction.

(a) With respect to any Written Direction or any other notice, direction or other instruction required to be delivered by the State to the Escrow Agent under this Escrow Agreement, the Escrow Agent is authorized to follow and rely upon any and all such instructions given to it from time to time if the Escrow Agent believes, in good faith, that such instruction is genuine and to have been signed by an Authorized Representative of the State. The Escrow Agent shall have no duty or obligation to verify that the person who sent such instruction is, in fact, a person duly authorized to give instructions on behalf of the State, other than to verify that the signature of the Authorized Representative on any such instruction appears to be the signature of such person. The State acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent, and that there may be more secure methods of transmitting instructions other than the method selected by the State. The Escrow Agent shall have no responsibility or liability for any loss which may result from:

(i) any action taken or not taken by the Escrow Agent in good faith reliance on any such signatures, telephonic and email confirmations or instructions;

(ii) the State's reliance upon or use of any particular method of delivering instructions to the Escrow Agent, including the risk of interception of such instruction and misuse by third parties; or

(iii) any officer or Authorized Representative named in an incumbency certificate or Exhibit B delivered hereunder prior to actual receipt by the Escrow Agent of a more current incumbency certificate or an updated Exhibit B and a reasonable time for the Escrow Agent to act upon such updated or more current certificate or Exhibit.

(b) The State may, at any time, update Exhibit B by signing and submitting to the Escrow Agent an updated Exhibit. An updated Exhibit B shall constitute a Written Direction that is subject to the authentication and security requirements set forth in Section 1.5 below. Any updated Exhibit shall not be effective unless the Escrow Agent countersigns a copy thereof. The Escrow Agent shall be entitled to a reasonable time to act to implement any changes on an updated Exhibit.

1.5. Delivery and Authentication of Written Direction.

(a) A Written Direction must be delivered to the Escrow Agent by one of the delivery methods set forth in Section 4.3.

(b) The State and the Escrow Agent hereby agree that the following security procedures will be used to verify the authenticity of a Written Direction delivered by the State to the Escrow Agent under this Escrow Agreement:

(i) The Written Direction must include the name and signature of the person delivering the disbursement request to the Escrow Agent. The Escrow Agent will check that the name and signature of the person identified on the Written Direction appears to be the same as the name and signature of an Authorized Representative;

(ii) The Escrow Agent will make a telephone call to the Authorized Representative purporting to deliver the Written Direction (which Authorized Representative shall be the same as the Authorized Representative who delivered the Written Direction) at any telephone number for such Authorized Representative as set forth on Exhibit B, as applicable, to obtain oral confirmation of delivery of the Written Direction; and

(iii) If the Written Direction is sent by email to the Escrow Agent, the Escrow Agent also shall review such email address to verify that it appears to have been sent from an email address for an Authorized Representative as set forth on Exhibit B, or from an email address for a person authorized under Exhibit B, to email a Written Direction to the Escrow Agent on behalf of the Authorized Representative).

(c) The State acknowledges and agrees that given its particular circumstances, including the nature of its business, the size, type and frequency of its instructions, transactions and files, internal procedures and systems, the alternative security procedures offered by the Escrow Agent and the security procedures in general use by other customers and banks similarly situated, the security procedures set forth in this Section 1.5 are a commercially reasonable method of verifying the authenticity of a payment order in a Written Direction.

(d) The Escrow Agent is authorized to execute and the State expressly agrees to be bound by any payment order in a Written Direction issued in its name (and associated funds transfer) (i) that is accepted by the Escrow Agent in accordance with the security procedures set forth in this Section 1.5, whether or not authorized by the State and/or (ii) that is authorized by or on behalf of the State or for which the State is otherwise bound under the law of agency, whether or not the security procedures set forth in this Section 1.5 were followed, and to debit the Escrow Account for the amount of the payment order. Notwithstanding anything else, the Escrow Agent shall be deemed to have acted in good faith and without negligence, gross negligence or misconduct if the Escrow Agent is authorized to execute the payment order under this Section 1.5. Any action taken by the Escrow Agent pursuant to this Section 1.5 prior to the Escrow Agent's actual receipt and acknowledgement of a notice of revocation, cancellation or amendment of a Written Direction shall not be affected by such notice of revocation, cancellation or amendment of a Written Direction.

(e) The security procedures set forth in this Section 1.5 are intended to verify the authenticity of payment orders provided to the Escrow Agent and are not designed to, and do not, detect errors in the transmission or content of any payment order. The Escrow Agent is not responsible for detecting an error in the payment order, regardless of whether the State believes the error was apparent, and the Escrow Agent is not liable for any losses arising from any failure to detect an error.

(f) When instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), the Escrow Agent, and any other banks participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party

different than the party named. The State agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Escrow Agent hereunder.

(g) The Escrow Agent shall not be obliged to make any payment requested under this Escrow Agreement if it is unable to validate the authenticity of the request by the security procedures set forth in this Section 1.5. The Escrow Agent's inability to confirm a payment order may result in a delay or failure to act on that payment order. Notwithstanding anything else in this Escrow Agreement, the Escrow Agent shall not be required to treat a payment order as having been received until the Escrow Agent has authenticated it pursuant to the security procedures in this Section 1.5 and shall not be liable or responsible for any losses arising in relation to such delay or failure to act.

1.6. Income Tax Allocation and Reporting.

(a) The Escrow Account shall be treated at all times as a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1. The State and Escrow Agent, in cooperation with settling Pharmaceutical Supply Chain Participants shall jointly and timely take such actions as necessary or advisable to qualify the Escrow Account as a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1 and fulfill the requirements of such Treasury Regulation, including making a "relation-back election" under Treas. Reg. § 1.468B-1(j)(2), if applicable, to the earliest permitted date. If applicable, Settlement Fund Administrator (as defined below) will prepare, or cause to have prepared, the "relation-back election" pursuant to Treas. Reg. § 1.468B-1(j)(2) for execution by the relevant settling Pharmaceutical Supply Chain Participants and the State and attach to it the Escrow Account's first income tax return. For purposes of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Escrow Account shall be Wilmington Trust National Association as the settlement fund administrator (the "Settlement Fund Administrator") and Settlement Fund Administrator shall take all actions to ensure that the Settlement Fund Administrator qualifies as such. Settlement Fund Administrator shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required or advisable under Treas. Reg. § 1.468B-1. Settlement Fund Administrator will obtain an employer identification number for the Escrow Account and timely prepare, or cause to have prepared, a "Regulation Section 1.468B-3 Statement" pursuant to Treas. Reg. § 1.468B-3(e) on behalf of the settling Pharmaceutical Supply Chain Participants and provide copies to each settling Pharmaceutical Supply Chain Participant's counsel for review and approval. Settlement Fund Administrator shall timely and properly prepare and file any informational and other tax returns (including state, local or foreign) necessary or advisable with respect to the Escrow Account and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. § 1.468B-2(k), and to the extent applicable Treas. Reg. § 1.468B-2(1).

(b) Prior to the execution of this Escrow Agreement, or within two days thereafter, the State shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The State understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. Settlement Fund Administrator shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. No settling

Pharmaceutical Supply Chain Participant nor their respective counsel shall have any liability or responsibility for taxes or tax expenses, for preparing (or paying for others to prepare) tax returns, tax reports, or calculation of any tax payments, or for obtaining or maintaining the tax status desired for the Escrow Account. If any portion of the Escrow Account is returned to a settling Pharmaceutical Supply Chain Participant pursuant to the terms of a Settlement, that settling Pharmaceutical Supply Chain Participant shall provide Escrow Agent with a properly completed IRS Form W-9.

1.7. Termination. This Escrow Agreement shall terminate on December 31, 2039, at which time the Escrow Agent is authorized and directed to disburse the Escrow Property in accordance with Section 1.3 (Disbursements) and this Escrow Agreement shall be of no further force and effect, except that the provisions of Sections 1.6 (Tax Allocation and Reporting), and 3.2 (Limitation of Liability) hereof shall survive termination.

ARTICLE 2 DUTIES OF THE ESCROW AGENT

2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties expressly and specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to the State or any other person under this Escrow Agreement or otherwise. The Escrow Agent will not be responsible or liable for the failure of the State to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the parties and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent acts hereunder as escrow agent only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof. The Escrow Agent shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the Escrow Property, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement, any other agreement or otherwise.

All rights, protections, privileges, indemnities and benefits granted or afforded the Escrow Agent under this Agreement shall be deemed applicable to all actions taken, suffered or omitted by the Settlement Fund Administrator under this Agreement. Additionally, information provided to Wilmington Trust in its capacity as Escrow Agent will not be imputed to be known by the Settlement Fund Administrator unless Wilmington Trust in that capacity has been made aware of such information as well.

2.2. Rights of the Escrow Agent. No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with

this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. The Escrow Agent shall be protected in acting upon any written instruction, notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement, provided that the Escrow Agent complies with the security procedures governing written instructions set forth in Section 1.5 above.

2.3. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees and shall not be responsible for the acts or omissions of such agents, representatives, attorneys, custodians or nominees appointed with due care.

2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

3.1. Indemnification. The Escrow Agent shall have a first lien against the Escrow Account to secure the obligations of the parties hereunder. The terms of this paragraph shall survive termination of this Escrow Agreement.

3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS ESCROW AGREEMENT, THE ESCROW ACCOUNT, THE ESCROW PROPERTY, OR THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S NEGLIGENCE, OR WILLFUL MISCONDUCT, (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION, OR (III) ANY AMOUNT IN EXCESS OF THE VALUE OF THE ESCROW PROPERTY.

3.3. Resignation or Removal. The Escrow Agent may, at any time, resign as escrow agent hereunder by furnishing written notice of its resignation to the State. At such time, all fees and expenses to which the Escrow Agent is entitled shall be immediately due and payable to Escrow Agent. The State may remove the Escrow Agent by furnishing to the Escrow Agent a written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the State, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If

the State has failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent shall be entitled, at its sole discretion and at the expense of State, to petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the State.

3.4. Compensation. (a) The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by the State. Such compensation is intended for the Escrow Agent's services as contemplated by this Escrow Agreement. In addition to such compensation, in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, then the Escrow Agent shall be compensated for such extraordinary services and any services or work performed by Escrow Agent in connection with any delay, controversy, and reimbursed for all costs and expenses.

The terms of this Section 3.4 shall survive termination of this Escrow Agreement.

3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, refuse to act until the Escrow Agent (a) receives a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Property or (b) receives a written instruction, executed by each of the parties involved in such disagreement or dispute, in a form reasonably acceptable to the Escrow Agent, directing delivery of the Escrow Property. The Escrow Agent will be entitled to act on any such written instruction or final, non-appealable order of a court of competent jurisdiction without further question, inquiry or consent. The Escrow Agent may file an interpleader action in a state or federal court, and upon the filing thereof, the Escrow Agent will be relieved of all liability as to the Escrow Property and will be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. In the event the Escrow Agent receives conflicting instructions hereunder, the Escrow Agent shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of the Escrow Agent.

3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or

decree it shall not be liable to the State or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

3.8. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities including but not limited to, computer (hardware or software), payment systems, or communications services; hacking, cyber-attacks or other unauthorized infiltration of Escrow Agent's information technology infrastructure; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

3.9. Compliance with Legal Orders. The Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability to the State premised on the contention that the Escrow Agent should not have sought or relied on the advice of counsel.

3.10. No Financial Obligation. The Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security which it deems, in its sole and absolute discretion, to be satisfactory.

ARTICLE 4 MISCELLANEOUS

4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the State and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the State and the Escrow Agent shall be binding unless and until written notice of such assignment shall be delivered to the other party and the Escrow Agent and shall require the prior written consent of the other party and the Escrow Agent (such consent not to be unreasonably withheld).

4.2. Escheat. The State is aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the State or any other party, should any or all of the Escrow Property escheat by operation of law.

4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, (iv) by mail or by certified mail, return receipt requested, and postage prepaid, or (v) by electronic transmission; including by way of e-mail (as long as such email is accompanied by a PDF or similar version of the relevant document bearing the signature of an Authorized Representative for the party sending the notice) with email confirmation of receipt. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the State to notify the Escrow Agent in writing of any name or

address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to the State:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: John Guard, Chief Deputy Attorney General
Telephone: (850) 544-8303
Facsimile:
Email address: john.guard@myfloridalegal.com

With a copy to:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: Sabrina Donovan, Director of Administration
Telephone: (850) 414-3535
Facsimile:
Email address: Sabrina.donovan@myfloridalegal.com

And a copy to:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: Greg Slemple, Senior Assistant Attorney General
Telephone: (850) 414-3300
Facsimile:
Email address: greg.slemple@myfloridalegal.com

And a copy to:

Drake Martin
Drake Martin Law Firm
PO Box 4787
Santa Rosa Beach, FL 32459-4787
Telephone: (850) 608-3140
Facsimile:
Email address: drake@drakemartinlawfirm.com

And a copy to:

Eric W. Sitarchuk
Rebecca J. Hillyer
Morgan Lewis & Bockius, LLP
Telephone: (215) 963-5840
Email address: eric.sitarchuk@morganlewis.com; rebecca.hillyer@morganlewis.com
Attorneys for Teva

If to the Escrow Agent:

Wilmington Trust, National Association
Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890
Attn: Beth Andrews
Telephone: (302) 636-6680
Email address: bandrews@wilmingtontrust.com

4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any laws relating to choice of laws (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4.5. Venue. The State and the Escrow Agent hereby consent to the exclusive personal jurisdiction of the courts located in **New Castle County in the State of Delaware** in the event of a dispute arising out of or under this Escrow Agreement. The State and the Escrow Agent hereby irrevocably waives any objection to the laying of the venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in such suit, action or proceeding.

4.6. Entire Agreement. This Escrow Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to the Escrow Property and supersedes all prior agreements and understandings, oral or written. If a court of competent jurisdiction declares a provision invalid, it will be ineffective only to the extent of the invalidity, so that the remainder of the provision and Escrow Agreement will continue in full force and effect. In the event of any direct conflict of the terms of this Escrow Agreement with the terms of the Agreement, as with respect to the rights of the State and the Local Governments, the terms of the Agreement shall control and prevail; provided, in no event shall the Escrow Agent be bound by the terms of the Agreement. This Escrow Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies.

4.7. Amendment. This Escrow Agreement may be amended, modified, supplemented, superseded, rescinded, or canceled only by a written instrument executed by the State and the Escrow Agent; provided that Exhibit B, as applicable, may be amended at any time in accordance with Section 1.4.

4.8. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

4.9. Interpretation. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement. Unless otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Any references to an Exhibit is a reference to an Exhibit of this Escrow Agreement.

4.10. Electronic Signatures; Facsimile Signatures; Counterparts. This Escrow Agreement may be executed in one or more counterparts. Such execution of counterparts may occur by manual signature, electronic signature, facsimile signature, manual signature transmitted by means of facsimile transmission or manual signature contained in an imaged document attached to an email transmission, and any such execution that is not by manual signature shall have the same legal effect, validity and enforceability as a manual signature. Each such counterpart executed in accordance with the foregoing shall be deemed an original, with all such counterparts together constituting one and the same instrument. The exchange of executed copies of this Escrow Agreement or of executed signature pages to this Escrow Agreement by electronic transmission, facsimile transmission or as an imaged document attached to an email transmission shall constitute effective execution and delivery hereof. Any copy of this Escrow Agreement which is fully executed and transmitted in accordance with the terms hereof may be used for all purposes in lieu of a manually executed copy of this Escrow Agreement and shall have the same legal effect, validity and enforceability as if executed by manual signature.

4.11. Waiver of Jury Trial. **THE STATE HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.**

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

STATE

By: _____

Name:

Title:

Date:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____

Name:

Title:

Date:



EXHIBIT A-1
Form of Written Direction

VIA [DELIVERY METHOD]:

[date]

Wilmington Trust, National Association
[Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890]
Attention: [name]

Re: Escrow Account No.: [##], [escrow account name]

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated as of _____, 20__ entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL- DEPARTMENT OF LEGAL AFFAIRS (“**State**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “**Escrow Agent**”). Capitalized terms defined in the Escrow Agreement shall have the same meanings when used herein. This letter is a Written Direction referred to in Section 1.3(a) of the Escrow Agreement.

The State of Florida, Office of Attorney General- Department of Legal A hereby instructs the Escrow Agent to release the funds in the Escrow Account in the amounts, and to the account(s), as follows:

Amount:	
Beneficiary Bank Name:	
Beneficiary Bank Address Line 1:	
Beneficiary Bank Address Line 2:	
Beneficiary Bank Address Line 3:	
ABA#:	
SWIFT#:	
Beneficiary Account Title:	
Beneficiary Account No./IBAN:	
Beneficiary Address Line 1:	
Beneficiary Address	



Line 2:	
Beneficiary Address Line 3:	
Additional Information:	

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

By: _____
Name:
Title:
Date:



EXHIBIT A-2
Form of Written Direction

VIA [DELIVERY METHOD]:

[date]

Wilmington Trust, National Association
[Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890]
Attention: [name]

Re: Escrow Account No.: [##], [escrow account name]

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated as of _____, 20__ entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL- DEPARTMENT OF LEGAL AFFAIRS (“**State**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “**Escrow Agent**”). Capitalized terms defined in the Escrow Agreement shall have the same meanings when used herein. This letter is a Written Direction referred to in Section 1.3(a) of the Escrow Agreement.

The State of Florida, Office of Attorney General- Department of Legal Affairs hereby instructs the Escrow Agent to release the funds in the Escrow Account in the amounts, and to the account(s), according to the attached spreadsheet.

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

By: _____

Name:

Title:

Date:



[SEE ATTACHED]

EXHIBIT B

**CERTIFICATE AS TO AUTHORIZED SIGNATURES
OF THE STATE**

The State hereby designates each of the following persons as its Authorized Representative for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Account established under this Escrow Agreement to which this Exhibit B is attached, on behalf of the State.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:



E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

COMPLETE BELOW TO UPDATE EXHIBIT B

If the State wishes to change the names or details of any of its Authorized Representatives, the State must complete, sign and send to Escrow Agent an updated copy of this Exhibit B-1 with such changes. Any updated Exhibit B shall be effective once signed by the State and Escrow Agent and shall entirely supersede and replace any prior Exhibit B attached to this Escrow Agreement or submitted to Escrow Agent.

STATE

By: _____
 Name:
 Title:
 Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
 Name:
 Title:
 Date:

Internal Use Only:

- Updated details of Authorized Representatives completed in full
- Signed by a representative of the State per relevant board resolutions/certificate of incumbency on file (if relevant).
- Call-back performed to the State to confirm authenticity of updated Exhibit B:

Person Called: _____ Date of Call: _____ Time of Call: ____ am/pm

Reviewed by (name): _____ Signature: _____ Date: _____



EXHIBIT C

Fees of Escrow Agent

Acceptance Fee: **waived**

Initial Fees as they relate to Wilmington Trust, N.A. acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s). **Acceptance Fee payable prior to, or within one business day after, the Escrow Agreement is executed by all parties.**

Escrow Agent Administration Fee: **\$10,000.00**

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable parties. This fee shall be payable annually.

Disbursement Fee:

Initial disbursement by wire:	\$100/disbursement
Initial disbursement by check:	\$75/disbursement
For each subsequent disbursement to an existing payee:	\$40/disbursement

Wilmington Trust, N.A.'s fees are based on the following assumptions:

- Number of Escrow Accounts to be established: One (1)
- Estimated Term of Escrow Agreement: TBD
- Investment of Escrow Property in: TBD

Out-of-Pocket Expenses: **Billed At Cost**

EXHIBIT K

State Plan for Acceptance and Delivery of Settlement Product

Orders to TEVA USA

The Office of the Attorney General, on behalf of the State, shall have the right to place periodic orders, not to exceed four (4) quarterly orders per year, to Teva USA for fulfillment of Settlement Product over a period of ten (10) years from the Effective Date of the Release, subject to Teva's good faith and reasonable efforts to meet the logistical requirements necessary to commence manufacturing of the needed increase in units.

Orders submitted to Teva USA on behalf of the State pursuant to this Settlement Agreement shall in all respects be processed and filled by Teva USA as though such orders had been submitted by Teva USA's regular paying customers except to the extent inconsistent with the terms of the Settlement Agreement and the terms herein.

The total volume of Settlement Product requested shall not exceed the following quantity during a twelve-month period:

- Naloxone Hydrochloride Nasal Spray (4 mg dosage): 75,000 kits (2 units per kit) (to be ordered only in batches of 50,000 kits, 25,000 kits, or 12,500 kits, unless otherwise agreed to by the Parties).

The Parties agree that the total WAC value of the Settlement Product to be provided under this Agreement is \$84,000,000, and that for purposes of this Agreement the WAC value per kit is \$125. Teva agrees to provide up to 672,000 kits at no cost to the State over the ten (10) year period of this Agreement.

The Settlement Product order from the State shall be in writing and directed to Teva USA's affiliate Anda, Inc., 2915 Weston Road, Weston, FL 33331, Attention: Patrick Cochrane, patrick.cochrane@andanet.com and Anthony Mihelich, anthony.mihelich@andanet.com. Each Settlement Product order must identify the quantity of the Settlement Product, the available annual amount remaining for fulfillment, and the total quantity of Settlement Product delivered by Teva USA as of the date of the order. The total value of orders placed by the State shall not exceed \$84,000,000 at the agreed WAC value of \$125 per kit. Teva may reject any order that if fulfilled would cause the total value of all Settlement Product delivered to the State to exceed this amount, in which case Teva shall have no obligation to fulfill or deliver the order, and the State shall reduce the order to an amount that does not exceed \$84,000,000 total for all orders by the State.

Teva USA shall respond to the State's order request within seven (7) calendar days confirming the order. Teva USA will use its commercially reasonable efforts to ship the order directly to the facility designated by the State within six (6) months of the order at no cost to the State and shall provide the State with estimated delivery dates for receipt of the Settlement Product. Notwithstanding the foregoing, for each order from the State following the initial order, Teva USA agrees that it will use its good faith efforts to ship Settlement Product to the facility designated by the State within ninety (90) days of the order.

For purposes of this State Plan for Acceptance and Delivery of Settlement Product, the term “Force Majeure Event” means any event reasonably beyond the control of the Parties, including wars, hostilities, revolution, riots, civil commotion, national emergency, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, terrorist act, embargo, or any act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court or governmental authority. In the event of a Force Majeure Event or other inability to supply any order made by the State for Settlement Product, Teva USA shall promptly provide written notice to the State. Teva USA and the State shall meet and confer within seven (7) days of such written notice to establish a commercially reasonable plan to resolve any inability to supply as quickly as reasonably possible.

Delivery to State-Designated Facility

Delivery of the Settlement Product shall occur no more than five (5) business days after the shipment date. Should delivery within this deadline not occur, Teva USA agrees to notify the State in writing and to work in good faith to resolve shipping or delivery issues that may arise.

Shipping shall occur in the same manner that Teva USA regularly ships this Settlement Product and any damages to the Settlement Product or other shipping damages or liability arising prior to receipt of the Settlement Product by the State shall be fully the responsibility of Teva USA. Should damage to Settlement Product occur during shipping, Teva USA agrees to re-ship the amount damaged promptly and at no cost to the State.

The State shall designate one location per order for delivery. In writing and no later than the State’s initial Settlement Product order, the State will designate the facility in Florida that will receive the Settlement Product on behalf of the State. The State reserves the right to designate a different delivery location within Florida during the pendency of this Settlement Agreement at its discretion.

Should the State determine that an alternate state facility or agency will receive the Settlement Product during the pendency of the settlement, the State shall notify Teva USA and its affiliate Anda, Inc. in writing through the Settlement Product order.

The State agrees to receive the Settlement Product in a location with appropriate storage accommodations and will comply with all applicable state and federal laws surrounding receipt of the Settlement Product.

The State shall inspect the Settlement Product within five (5) business days upon arrival at the state facility. If the State identifies damages to the Settlement Product during the inspection, Teva USA agrees to work in good faith to replace the damaged Settlement Product promptly.

Delivery of the Settlement Product is complete when Teva USA delivers all units of a particular order to the state facility and when both parties or their designees sign an invoice confirming the amount of units of Settlement Product received by the State.

Distribution by State

The State intends to distribute the Settlement Product to law enforcement agencies, first responders, and healthcare professionals throughout Florida. (“Recipients”). The time, place, and manner of distribution of the Settlement Product by the State will be determined solely by the State. The State will require appropriate training on proper use of the Settlement Product by Recipients.

The State retains the right to alter its distribution plan according to the State’s needs, including the right to store the Settlement Product at a state facility for any length of time. The State may distribute the Settlement Product as it deems best to address the opioid-related public health crisis in Florida, and alteration of distribution to Recipients shall be at the sole discretion of the State without regard to the preferences or recommendations of Teva USA.

File Attachments for Item:

14. City Council Resolution No. 2022-041 - A resolution of the City Council of the City of Lake City, Florida authorizing the City, by and through the Lake City Police Department, to enter into a Memorandum of Understanding with the Department of Veterans Affairs to provide law enforcement services as needed.



Lake City Police Department

Intra-Departmental Correspondence Form



22-I-021

To: Paul Dyal, Interim City Manager
From: Chief Gerald Butler *LB*
Subject: Updated Memorandum of Understanding -
Department of Veterans Affairs & Lake City Police Depart.
Date: April 18, 2022

Attached please find an updated form received from the Department of Veterans Affairs regarding executing a new Memorandum of Understanding which requires my signature. Although the current MOU with Resolution 2021-063 has not expired, it was signed by former Police Chief, Argatha Gilmore. The VA requires an updated form when either agency changes their Chief.

I am attaching a copy of the current MOU that was signed in 2021. The new, updated one shows no actual expiration date; only that it will be reviewed every three (3) years, or as required (see above regarding changes in Chief's position).

After Mr. Koberlein's review, I would like this item placed on the Council's agenda. Please advise if you have any questions.

Cc: Frederick Koberlein, City Attorney
City Clerk
Administrative File

CITY COUNCIL RESOLUTION NO. 2022-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY, BY AND THROUGH THE LAKE CITY POLICE DEPARTMENT, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF VETERANS AFFAIRS TO PROVIDE LAW ENFORCEMENT SERVICES AS NEEDED.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the "City"), by and through the Lake City Police Department (hereinafter the "LCPD"), finds that it is in the City's best interest to renew the Memorandum of Understanding with the Department of Veterans Affairs (hereinafter the "VA") to provide law enforcement services as described in the attached *Memorandum of Understanding Between United States Department of Veterans Affairs, North Florida/South Georgia Veterans Health System and Lake City Police Department* incorporated and made a part of this resolution (hereinafter the "MOU").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

Section 2. The City, by and through the LCPD, is hereby authorized to execute and enter the attached memorandum of understanding with the VA.

Section 3. The Mayor and Chief of Police are authorized to execute the attached memorandum of understanding for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, NORTH
FLORIDA/SOUTH GEORGIA VETERANS HEALTH SYSTEM
AND LAKE CITY POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) NORTH FLORIDA/SOUTH GEORGIA VETERANS HEALTH SYSTEM (NF/SGVHS) and the Lake City Police Department, hereinafter referred to as "parties."

1. PURPOSE. To establish general working relationships between the NF/SGVHS Police Service and Lake City Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at Lake City VA Medical Center located at 619 S. Marion Ave., Lake City, FL 32025, Lake City VA Commerce Clinic located at 484 SW Commerce Drive, Suite 140, Lake City, FL 32025, Lake City Tel-Care located at 1086 SW Main Blvd, Ste B, Lake City, FL 32025 and Lake City Administration located at 1435 US Hwy 90 W., Lake City, FL 32025.

2. REFERENCES.

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c) Concurrent Jurisdiction Proprietary.

3. GENERAL.

- a. NF/SGVHS hospital, also known as Lake City VA Medical Center, is located in the City of Lake City. NF/SGVHS provides primary, specialty, and extended care to Veterans throughout Lake City. The mission of the NF/SGVHS is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.
- b. The Lake City Police Department has concurrent jurisdiction with the Federal Government over NF/SGVHS hospital's properties within Lake City. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on Lake City VA Medical Center properties.

4. RESPONSIBILITIES.

- a. NF/SGVHS Police Service will:

(1) Maintain law and order and enforce Federal and state laws and VA regulations at the Lake City VA Medical Center, including the hospital building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.

(2) Provide primary initial response to any and all incidents or emergency situations at the Lake City VA Medical Center.

b. Lake City Police Department will:

(1) Respond to NF/SGVHS Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

(A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.

(B) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.

(C) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.

(D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.

(2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff, or themselves.

(3) Provide assistance in the transportation of prisoner(s) who have been arrested at the Lake City VA Medical Center on occasions when there are only two VA police officers on duty.

(4) Authorize access to and use of Lake City Police Department central dispatch and patrol units in the field for VA Police. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the City of Lake City.

(5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, Lake City Police Department may provide investigative assistance to NF/SGVHS

Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.

(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

5. ACCEPTANCE & RATIFICATION

- a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.
- b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.
- c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.
- d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

**FOR DEPARTMENT OF VETERANS AFFAIRS NORTH FLORIDA/SOUTH GEORGIA
VETERANS HEALTH SYSTEM**

EDWARD AVILA 113874

Digitally signed by EDWARD AVILA 113874
Date: 2022.03.29 15:03:31 -04'00'

Edward Avila

Date

Chief of Police, U.S. Dept. Veterans Affairs

NORTH FLORIDA/SOUTH GEORGIA VETERANS HEALTH SYSTEM

FOR LAKE CITY POLICE DEPARTMENT

Gerald Butler Chief of Police

Date

File Attachments for Item:

15. City Council Resolution No. 2022-042 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Holly Electric, Inc., related to electrical services and repairs; providing for the award of an electrical services contract; providing for the execution of the electrical services contract; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2022-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM HOLLY ELECTRIC, INC., RELATED TO ELECTRICAL SERVICES AND REPAIRS; PROVIDING FOR THE AWARD OF AN ELECTRICAL SERVICES CONTRACT; PROVIDING FOR THE EXECUTION OF THE ELECTRICAL SERVICES CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires a contract for electrical services and repairs within the City (hereinafter the “Services”); and

WHEREAS, Section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, an Invitation to Bid 008-2022 (hereinafter “ITB”) was advertised; and

WHEREAS, Holly Electric, Inc., (hereinafter “Holly Electric”) desires to render the Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City Council finds that it is in the City’s best interest to award a contract to Holly Electric for the aforementioned Services pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between the City of Lake City, Florida Holly Electric, Inc.*, (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The Contract is awarded to Holly Electric and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be

deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Holly Electric to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Holly Electric shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
HOLLY ELECTRIC, INC.**

THIS CONTRACT made and entered into this ____ day of May 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and HOLLY ELECTRIC INC., having a principal address of 1981 S.W. Main Blvd, Lake City, Florida 32025 and a mailing address of Post Office Box 2266, Lake City, Florida 32056 (hereinafter referred to as "Contractor").

WHEREAS, the City requires a contract for electrical services and repairs within the City (hereinafter the "Services"); and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-008-2022); and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.
2. **Definitions**: The following definitions of terms associated with this

Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid, and its addendum (hereinafter collectively referred to as "ITB-008-2022" or "ITB"), reasonably inferred to the City, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means Holly Electric, Inc., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services related to the supply of labor, materials, and equipment needed for electrical services and repairs of various city locations within the City. Specifically, the services and responsibilities listed within the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which are engaged by the Contractor or one of its sub-

contractors in providing and performing the professional services, work, and materials for which the Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages the Contractor to provide City with the services identified herein and within the ITB.

4. **Term of Contract:** The term of this Contract shall be for one (1) year. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives._

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in the pricing sheet attached hereto as "Exhibit A".

The Contractor shall submit periodic invoices to the City upon completion and acceptance of work. Payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the

invoice, assuming there are no contested amounts with the invoice. Payment of invoices shall be contingent upon appropriation of funds by the federal, state, or local government and receipt thereof by the City.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

(a) Comprehensive commercial general liability insurance coverage as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and

(b) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per occurrence and \$1,000,000.00 for all claims arising out of the same incident or occurrence for bodily injuries and property damages; and

(c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining the adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance the Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained

by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers' compensation and professional liability insurance, the coverage shall name City as an additional insured for the City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage, received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

8. **Liability:** The Contractor shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the

errors, omissions, negligence, or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other government agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by the Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:**

The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

Time is of the essence in the performance of all obligations assigned to the Contractor. If the Contractor fails to complete the Services within the time limit or extended time limit agreed upon, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of three hundred dollars and zero cents (\$300.00) per calendar day, commencing on the first day following expiration of the contract time and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due to the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or

unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract, proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a governmental subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

(a) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida

Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describes in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged

pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-008-2022) and all addendum, and all attachments thereto, and the Contractor's response to the ITB, copies of which is available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized

the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

19. **Effective Date:** It is agreed by the City and Contractor that the effective date is that date first written above.

[Remainder of the page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

HOLLY ELECTRIC, INC.

ATTEST:

By: _____
Larita Hollingsworth,
Secretary

By: _____
Donald R. Hollingsworth II,
President

PRICE TABLES

GROUP 1

Hourly Rate of Labor

Line Item	Description	Unit of Measure	Unit Cost
1	Electrical Journeyman	Hourly Rate	\$112.50
2	Apprentice	Hourly Rate	\$37.50
3	Electrical Journeyman After Hours (Overtime-Emergency Calls)	Hourly Rate	\$177.50
4	Apprentice After Hours (Overtime-Emergency Calls)	Hourly Rate	\$72.50

GROUP 2

PERCENTAGE MARK-UP (PARTS AND MATERIALS)

Line Item	Description	Unit of Measure	Unit Cost
5	Percentage Mark-up	%	\$20.00

File Attachments for Item:

16. City Council Resolution No. 2022-043 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from C & C Electric, LLC, related to electrical services and repairs; providing for the award of an electrical services contract; providing for the execution of the electrical services contract; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2022-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM C & C ELECTRIC, LLC, RELATED TO ELECTRICAL SERVICES AND REPAIRS; PROVIDING FOR THE AWARD OF AN ELECTRICAL SERVICES CONTRACT; PROVIDING FOR THE EXECUTION OF THE ELECTRICAL SERVICES CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires a contract for electrical services and repairs within the City (hereinafter the “Services”); and

WHEREAS, Section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, an Invitation to Bid 008-2022 (hereinafter “ITB”) was advertised; and

WHEREAS, C & C Electric, LLC, (hereinafter “C & C Electric”) desires to render the Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City Council finds that it is in the City’s best interest to award a contract to C & C Electric for the aforementioned Services pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between the City of Lake City, Florida and C & C Electric, LLC* (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The Contract is awarded to C & C Electric and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be

deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to C & C Electric to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and C & C Electric shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
C & C ELECTRIC, LLC**

THIS CONTRACT made and entered into this ____ day of May 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and C & C ELECTRIC LLC, having a principal address of 15905 128th Place, Live Oak, Florida 32060 (hereinafter referred to as "Contractor").

WHEREAS, the City requires a contract for electrical services and repairs within the City (hereinafter the "Services"); and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-008-2022); and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.
2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties

to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid, and its addendum (hereinafter collectively referred to as "ITB-008-2022" or "ITB"), reasonably inferred to the City, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means C & C Electric, LLC., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services related to the supply of labor, materials, and equipment needed for electrical services and repairs of various city locations within the City. Specifically, the services and responsibilities listed within the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which are engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work,

and materials for which the Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages the Contractor to provide City with the services identified herein and within the ITB.

4. **Term of Contract:** The term of this Contract shall be for one (1) year. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in the pricing sheet attached hereto as "Exhibit A".

The Contractor shall submit periodic invoices to the City upon completion and acceptance of work. Payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice. Payment of

invoices shall be contingent upon appropriation of funds by the federal, state, or local government and receipt thereof by the City.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

(a) Comprehensive commercial general liability insurance coverage as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and

(b) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per occurrence and \$1,000,000.00 for all claims arising out of the same incident or occurrence for bodily injuries and property damages; and

(c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining the adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance the Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or

obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers' compensation and professional liability insurance, the coverage shall name City as an additional insured for the City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage, received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

8. **Liability:** The Contractor shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence, or delays of the Contractor, or by any sub-

contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other government agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by the Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:**

The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

Time is of the essence in the performance of all obligations assigned to the Contractor. If the Contractor fails to complete the Services within the time limit or extended time limit agreed upon, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of three hundred dollars and zero cents (\$300.00) per calendar day, commencing on the first day following expiration of the contract time and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

11. **Controlling Law:** This Contract is to be governed by the laws of the

State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a governmental subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

(a) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida

Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describes in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged

pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-008-2022) and all addendum, and all attachments thereto, and the Contractor's response to the ITB, copies of which is available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized

the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

19. **Effective Date:** It is agreed by the City and Contractor that the effective date is that date first written above.

[Remainder of the page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

C & C ELECTRIC, LLC

By: _____
Christopher A. Campbell,
Managing Member

PRICE TABLES

GROUP 1

Hourly Rate of Labor

Line Item	Description	Unit of Measure	Unit Cost
1	Electrical Journeyman	Hourly Rate	\$50.00
2	Apprentice	Hourly Rate	\$40.00
3	Electrical Journeyman After Hours (Overtime-Emergency Calls)	Hourly Rate	\$80.00
4	Apprentice After Hours (Overtime-Emergency Calls)	Hourly Rate	\$65.00

GROUP 2

PERCENTAGE MARK-UP (PARTS AND MATERIALS)

Line Item	Description	Unit of Measure	Unit Cost
5	Percentage Mark-up	%	\$10.00

File Attachments for Item:

17. City Council Resolution No. 2022-044 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Base 3, LLC., d/b/a Gibson Electric, related to electrical services and repairs; providing for the award of an electrical services contract; providing for the execution of the electrical services contract; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2022-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM BASE 3, LLC., d/b/a GIBSON ELECTRIC, RELATED TO ELECTRICAL SERVICES AND REPAIRS; PROVIDING FOR THE AWARD OF AN ELECTRICAL SERVICES CONTRACT; PROVIDING FOR THE EXECUTION OF THE ELECTRICAL SERVICES CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires a contract for electrical services and repairs within the City (hereinafter the “Services”); and

WHEREAS, Section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, an Invitation to Bid 008-2022 (hereinafter “ITB”) was advertised; and

WHEREAS, Base 3, LLC., d/b/a Gibson Electric (hereinafter “Gibson Electric”) desires to render the Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City Council finds that it is in the City’s best interest to award a contract to Gibson Electric for the aforementioned Services pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between the City of Lake City, Florida and Base 3, LLC., d/b/a Gibson Electric* (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The Contract is awarded to Gibson Electric and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be

deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Gibson Electric to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Gibson Electric shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
BASE 3, LLC. d/b/a GIBSON ELECTRIC**

THIS CONTRACT made and entered into this ____ day of May 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and BASE 3, LLC d/b/a GIBSON ELECTRIC, having a principal address of 2695 N.W. 4th Street, Ocala, Florida 34475 and a mailing address of Post Office Box 3038, Ocala, Florida 34478 (hereinafter referred to as "Contractor").

WHEREAS, the City requires a contract for electrical services and repairs within the City (hereinafter the "Services"); and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-008-2022); and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.
2. **Definitions**: The following definitions of terms associated with this

Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid, and its addendum (hereinafter collectively referred to as "ITB-008-2022" or "ITB"), reasonably inferred to the City, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means Base 3, LLC d/b/a Gibson Electric, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services related to the supply of labor, materials, and equipment needed for electrical services and repairs of various city locations within the City. Specifically, the services and responsibilities listed within the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering

professional services which are engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work, and materials for which the Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages the Contractor to provide City with the services identified herein and within the ITB.

4. **Term of Contract:** The term of this Contract shall be for one (1) year. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in the pricing sheet attached hereto as "Exhibit A".

The Contractor shall submit periodic invoices to the City upon completion and acceptance of work. Payment to the Contractor will be made in accordance

with F.S. 218.70 “Local Government Prompt Payment Act” upon receipt of the invoice, assuming there are no contested amounts with the invoice. Payment of invoices shall be contingent upon appropriation of funds by the federal, state, or local government and receipt thereof by the City.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

(a) Comprehensive commercial general liability insurance coverage as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and

(b) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per occurrence and \$1,000,000.00 for all claims arising out of the same incident or occurrence for bodily injuries and property damages; and

(c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining the adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance the Contractor may desire to obtain or be

required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers' compensation and professional liability insurance, the coverage shall name City as an additional insured for the City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage, received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

8. **Liability:** The Contractor shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence, or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other government agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of any and all governmental agencies which may regulate or have jurisdiction over the

services to be provided and performed by the Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:**

The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

Time is of the essence in the performance of all obligations assigned to the Contractor. If the Contractor fails to complete the Services within the time limit or extended time limit agreed upon, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of three hundred dollars and zero cents (\$300.00) per calendar day, commencing on the first day following expiration of the contract time and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due to the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due to the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a governmental subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

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(a) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida

Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describes in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged

pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-008-2022) and all addendum, and all attachments thereto, and the Contractor's response to the ITB, copies of which is available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized

the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

19. **Effective Date:** It is agreed by the City and Contractor that the effective date is that date first written above.

[Remainder of the page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**BASE 3, LLC. d/b/a GIBSON
ELECTRIC**

By: _____
Louie F. Wise III,
Managing Member

PRICE TABLES

GROUP 1

Hourly Rate of Labor

Line Item	Description	Unit of Measure	Unit Cost
1	Electrical Journeyman	Hourly Rate	\$60.00
2	Apprentice	Hourly Rate	\$40.00
3	Electrical Journeyman After Hours (Overtime-Emergency Calls)	Hourly Rate	\$85.00
4	Apprentice After Hours (Overtime-Emergency Calls)	Hourly Rate	\$65.00

GROUP 2

PERCENTAGE MARK-UP (PARTS AND MATERIALS)

Line Item	Description	Unit of Measure	Unit Cost
5	Percentage Mark-up	%	\$15.00

File Attachments for Item:

18. City Council Resolution No. 2022-045 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Graham & Sons Electric, Inc., related to electrical services and repairs; providing for the award of an electrical services contract; providing for the execution of the electrical services contract; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2022-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM GRAHAM & SONS ELECTRIC, INC., RELATED TO ELECTRICAL SERVICES AND REPAIRS; PROVIDING FOR THE AWARD OF AN ELECTRICAL SERVICES CONTRACT; PROVIDING FOR THE EXECUTION OF THE ELECTRICAL SERVICES CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires a contract for electrical services and repairs within the City (hereinafter the “Services”); and

WHEREAS, Section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, an Invitation to Bid 008-2022 (hereinafter “ITB”) was advertised; and

WHEREAS, Graham & Sons Electric, Inc., (hereinafter “Graham & Sons”) desires to render the Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City Council finds that it is in the City’s best interest to award a contract to Graham & Sons for the aforementioned Services pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between the City of Lake City, Florida Graham & Sons Electric, Inc.*, (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The Contract is awarded to Graham & Sons and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be

deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Graham & Sons to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Graham & Sons shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
GRAHAM & SONS ELECTRIC, INC.**

THIS CONTRACT made and entered into this ____ day of May 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and GRAHAM & SONS ELECTRIC INC., having a principal address of 723 S.W. Sisters Welcome Road, Lake City, Florida 32025 (hereinafter referred to as "Contractor").

WHEREAS, the City requires a contract for electrical services and repairs within the City (hereinafter the "Services"); and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-008-2022); and

WHEREAS, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.
2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties

to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid, and its addendum (hereinafter collectively referred to as "ITB-008-2022" or "ITB"), reasonably inferred to the City, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means Graham & Sons Electric, Inc., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services related to the supply of labor, materials, and equipment needed for electrical services and repairs of various city locations within the City. More specifically, the services and responsibilities listed within the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which are engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work,

and materials for which the Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages the Contractor to provide City with the services identified herein and within the ITB.

4. **Term of Contract:** The term of this Contract shall be for one (1) year. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in the pricing sheet attached hereto as "Exhibit A".

The Contractor shall submit periodic invoices to the City upon completion and acceptance of work. Payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice. Payment of

invoices shall be contingent upon appropriation of funds by the federal, state, or local government and receipt thereof by the City.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

(a) Comprehensive commercial general liability insurance coverage as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and

(b) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per occurrence and \$1,000,000.00 for all claims arising out of the same incident or occurrence for bodily injuries and property damages; and

(c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining the adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance the Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or

obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers' compensation and professional liability insurance, the coverage shall name City as an additional insured for the City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage, received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

8. **Liability:** The Contractor shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence, or delays of the Contractor, or by any sub-

contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other government agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by the Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:**

The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

Time is of the essence in the performance of all obligations assigned to the Contractor. If the Contractor fails to complete the Services within the time limit or extended time limit agreed upon, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of three hundred dollars and zero cents (\$300.00) per calendar day, commencing on the first day following expiration of the contract time and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due to the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due to the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or

unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a governmental subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

[Remainder of the page left blank intentionally.]

(a) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret,

or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describes in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-VERIFY:** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged

pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-008-2022) and all addendum, and all attachments thereto, and the Contractor's response to the ITB, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized

the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

19. **Effective Date:** It is agreed by the City and Contractor that the effective date is that date first written above.

[Remainder of the page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

ATTEST:

**GRAHAM & SONS ELECTRIC,
INC.**

By: _____
Denise Graham, Secretary

By: _____
Walter Graham, President

PRICE TABLES

GROUP 1

Hourly Rate of Labor

Line Item	Description	Unit of Measure	Unit Cost
1	Electrical Journeyman	Hourly Rate	\$100.00
2	Apprentice	Hourly Rate	\$50.00
3	Electrical Journeyman After Hours (Overtime-Emergency Calls)	Hourly Rate	\$200.00
4	Apprentice After Hours (Overtime-Emergency Calls)	Hourly Rate	\$100.00

GROUP 2

PERCENTAGE MARK-UP (PARTS AND MATERIALS)

Line Item	Description	Unit of Measure	Unit Cost
5	Percentage Mark-up	%	\$25.00

File Attachments for Item:

19. City Council Resolution No. 2022-046 - A resolution of the City Council of the City of Lake City, Florida, rejecting all bids received relating to the Invitation to Bid advertised by the City and concerning the Ichetucknee Quality and Quantity Enhancement Project; and providing for an effective date.

MEETING DATE
5/3/2022

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Wetland Improvement Project

DEPT / OFFICE: Utilities - Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Paul Dyal	Department Director Paul Dyal	Date 4/19/22
Recommended Action: Reject bids provided for Wetland Improvement Project		
Summary Explanation & Background: On March 31, 2022 The City opened bids for the Wetland Improvement Project. The bids were substantially higher than anticipated and would put the City over budget of the grant funds provided by FDEP. After discussing with City Staff and the Engineers it was decided to request that we reject the bids and put the project back out to bid.		
Alternatives: Come up with additional funds or self perform the work		
Source of Funds:		
Financial Impact:		
Exhibits Attached: 1) Recommendation Letter From Engineer (Wetland Solutions Inc.)		



5302 NW 156th Avenue
Gainesville, FL 32653
(386) 462-9286
(386) 462-3196 fax

April 19, 2022

Cody Pridgeon
Wastewater Director
City of Lake City
205 N. Marion Avenue
Lake City, Florida 32055

Subject: Recommendation to Reject All Bids – ITB No. 009-2022

Dear Cody:

On March 31, 2022, the City received bids from two vendors for the Ichetucknee Quality and Quantity Enhancement Project (ITB No. 009-2022). The bids were as follows:

- Florida Fill Grading \$450,497.00
- Curt's Construction \$607,192.00

Wetland Solutions, Inc. (WSI) has reviewed the bids and recommends that the City reject all bids as both significantly exceed the project budget and engineer's estimate of probable cost. Further, review of the unit costs for several project elements indicates that the bidders may have a misunderstanding of the project requirements. It is WSI's opinion that it is the City's best interest to either repackage and re-bid or self-perform the work to control project costs.

Please feel free to contact me if you have any questions regarding this recommendation. I can be reached at 386-462-9286 or ckeller@wetlandsolutionsinc.com.

Sincerely,

Wetland Solutions, Inc.

A handwritten signature in blue ink that reads "Christopher H. Keller".

Christopher H. Keller, P.E.
FL PE 54040

Cc:

Karen Nelmes/City of Lake City
Paul Dyal/City of Lake City

CITY COUNCIL RESOLUTION NO. 2022-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, REJECTING ALL BIDS RECEIVED RELATING TO THE INVITATION TO BID ADVERTISED BY THE CITY AND CONCERNING THE ICHETUCKNEE QUALITY AND QUANTITY ENHANCEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) procured an engineer, Wetland Solutions, Inc., (hereinafter “Wetland Solutions”), to facilitate the development of the Ichetucknee Quality and Quantity Enhancement Project (hereinafter the “Project”); and

WHEREAS, section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process and a formal contract to be entered when procuring services valued in excess of \$20,000.00, and the Project is anticipated to exceed the monetary threshold requiring competitive procurement; and

WHEREAS, the City advertised a solicitation (ITB-009-2022) inviting bids from interested vendors and received two (2) bids which were opened; and

WHEREAS, Wetland Solutions recommends that the two (2) bids received be rejected due to the Project costs significantly exceeding the Project budget; and

WHEREAS, the City Council finds that it is in the City’s best interest to reject all bids and allow the city administration to readvertise a solicitation for the Ichetucknee Quality and Quantity Enhancement Project when such is deemed most appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The City hereby rejects all bids received for the Ichetucknee Quality and Quantity Enhancement Project.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

File Attachments for Item:

20. Discussion and Possible Action - Request to forgive Code Enforcement Liens in the amount of \$415,950.00, that occurred from August 14, 2014 (2,773 days) on Parcel #11512-006, 862 NW Georgia Avenue, for Aaron Compton, Special Magistrate Order Case No. 14-52400968. (Presenter: Marshall Sova, Code Enforcement Officer)

Meeting Date
May 2, 2022

City of Lake City Report to Council

AGENDA	
Section	
Item No.	

**SUBJECT: Parcel #
11512-006 (862 NW
Georgia Avenue
DEPT. / OFFICE:**

Lien Forgiveness Request

GROWTH MANAGEMENT

Originator: Magnolia TC 3 REO, LLC-previous owner Current owner- Aaron Compton		
City Manager	Department Director	Date
Paul Dyal	Steve Brown	4/25/22

Council Action Options:

1. **Forgive all fees associated with code enforcement**
2. **File a lawsuit against current owner and previous owner to collect fees**
3. **File a foreclosure suit on owner and assume city ownership of property**
4. **Forgive accumulated code enforcement fines on property but have owner pay code enforcement administrative fees expended**
5. **Forgive accumulated code enforcement fines on property but have owner pay code enforcement administrative fees expended and require property owner to submit plans and obtain permits for construction within twelve months of this council action date**

Summary, Explanation & Background:

June 24, 2014- Code Officer Bev Wisman, cited the property in violation of Vacant Structures and Land IPMC Sec. 301.3, Sanitation IPMC Sec. 302.1 and Public Nuisance IPMC Sec. 22-191 owner was given a Notice of Violation and was given until July 16, 2014 to comply.

June 24, 2014, 2014- A Notice of Hearing was mailed to the Respondent

August 13, 2014- Property was re-inspected with no change

August 14, 2014- Special Magistrate hearing occurred, parcel was found to be in violation of city code. Respondent had 30 days to bring violations into compliance or a \$50.00 a day fine would start to occur. Respondent was also ordered to pay mailing costs of \$6.90.

Property violation became cured 2,773 days later; Fine cost is \$415,950.00.

Total fine is \$415,956.90

Alternatives: See above action items

Source of Funds:

Code Enforcement Administrative Expenditures

Financial Impact:

1. Property may or may not be improved.
2. \$415,956.90 collected in fines and property may or may not be improved.
3. City owns property and sales property.
4. Re-imbusement of CE Administrative expenditures and property may or may not be improved.
5. Re-imbusement of CE Administrative Expenditures and property improved or fines and liens reinstated.

Exhibits Attached:

Magistrate Orders, Tax Parcel and Receipts for Code Enforcement Expenditures.

414,156.90



City of Lake City

205 N. MARION AVE.
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

STATE OF FLORIDA

COUNTY OF COLUMBIA

I, Audrey E. Sikes, Clerk of the City of Lake City, DO HEREBY CERTIFY the attached to be a true and correct copy of City of Lake City Code Enforcement Special Magistrate Order - Case No. 14-52400968 (4 pages), as promulgated and on file in the City Clerk's office and the official records of the City of Lake City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of this City this 2nd day of September 2014.

SEAL OF THE CITY OF LAKE CITY, FLORIDA.

Audrey E. Sikes

AUDREY E. SIKES, MMC
City Clerk

- Mayor-Council Member
STEPHEN M. WITT
- Vice-Mayor-Council Member
EUGENE JEFFERSON
- Council Members
MELINDA MOSES
ZACK PAULK
GEORGE WARD
- City Attorney
HERBERT F. DARBY
- City Manager
WENDELL JOHNSON
- City Clerk
AUDREY E. SIKES

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

CASE NO. 14-52400968

PETITIONER,

v.

MAGNOLIA TC 3 REO, LLC,

RESPONDENT.

AMENDED ORDER

THIS CAUSE came before the Special Magistrate on August 14, 2014, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner and Respondent, makes the following findings of fact and conclusions of law and thereupon ORDERS as follows:

Findings of Fact

1. Respondent, MAGNOLIA TC 3 REO, LLC, is the owner of residential real property located at 862 NW Georgia Avenue in Lake City, Florida, and more particularly described in Exhibit A.
2. City of Lake City Code Inspector Beverly Wisman inspected Respondent's property on June 16, 2014, and observed the following conditions:

Trash and debris littering the yard from unpermitted demolition of a mobile home structure on the subject property.
3. On June 24, 2014 Petitioner sent a Notice of Violation to Respondent describing the alleged violations and providing Respondent until July 16th to correct them.

4. The June 24th Notice of Violation was delivered to Respondent's mailing address via certified U.S. mail on June 26, 2014.
5. A Notice of Hearing for August 14, 2014, was delivered to Respondent along with the Notice of Violation.
6. City of Lake City Code Inspector Beverly Wisman re-inspected Respondent's property on or about August 13, 2014 and observed the following conditions:

The trash and debris from the unpermitted demolition work was piled along the curb fronting the subject property.

7. No trash pickup services are active for the subject property.

Conclusions of Law

1. The authority of the undersigned special magistrate to hear and determine the violations alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.
2. The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
3. Respondent was properly notified of the alleged violations and provided with a reasonable period of time within which to correct the violations.
4. Respondent completed the demolition of the mobile home without a permit and cleaned up the subject property, however, Respondent failed to remove and properly dispose of the trash and debris resulting from demolition of the mobile home on the property.
5. Petitioner requested a hearing and provided proper notice to Respondent of its date, time and location.

6. Respondent's property located at 862 NW Georgia Avenue in Lake City, Florida is in violation of Section 22-191, Lake City, Florida Code of Ordinances, which concerns public nuisances.

Order


1. Respondent shall take the actions necessary to correct the violation found on the subject property within 30 days of the date of this Order.
2. In the event the subject property is not brought into compliance with Petitioner's Code of Ordinances on or before the 30th day, a daily fine of one-hundred and fifty dollars and zero cents (\$150.00) will begin to accrue on the 31st day in accordance with Section 162.09, Florida Statutes, and may become a lien on the property upon which Petitioner may foreclose.
3. In addition, Respondent is ordered to pay Petitioner's enforcement costs in the amount of six dollars and ninety cents (\$6.90) within ten days of receipt of this order. In the event, such costs are not timely paid by Respondent, \$6.90 may be added to the amount of any lien placed on the subject property by Petitioner pursuant to above paragraph no. 2.

DONE AND ORDERED in this 26th day of August 2014.


JENNIFER B. SPRINGFIELD
SPECIAL MAGISTRATE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Beverly Wisman, City of Lake City, Florida via electronic mail to wismanb@lcfla.com and to Respondent, Magnolia TC 3 REO, LLC via certified mail to 558 W. New England Avenue, Suite 250, Winter Park, Florida 32789 this 26th day of August 2014.


Jennifer B. Springfield

Cc via e-mail: Wendell Johnson
Robert Hathcox
Herbert F. Darby



City of Lake City

205 N. MARION AVE.
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

STATE OF FLORIDA

COUNTY OF COLUMBIA

I, Audrey E. Sikes, Clerk of the City of Lake City, DO HEREBY CERTIFY the attached to be a true and correct copy of City of Lake City Code Enforcement Special Magistrate Amended Order for - Case Number 14-52400968 (4 pages), as promulgated and on file in the City Clerk's office and the official records of the City of Lake City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of this City this 2nd day of September 2014.

SEAL OF THE CITY OF LAKE CITY, FLORIDA.


AUDREY E. SIKES, MMC
City Clerk

Mayor-Council Member
STEPHEN M. WITT


Vice-Mayor-Council Member
EUGENE JEFFERSON

Council Members
MELINDA MOSES
ZACK PAULK
GEORGE WARD

City Attorney
HERBERT F. DARBY

City Manager
WENDELL JOHNSON

City Clerk
AUDREY E. SIKES


Inst: 201412013579 Date: 9/3/2014 Time: 2:09 PM
DC, P. DeWitt Cason, Columbia County Page 1 of 5 B: 1280 P: 2199

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

CASE NO. 14-52400968

PETITIONER,

v.

MAGNOLIA TC 3 REO, LLC,

RESPONDENT.

ORDER

THIS CAUSE came before the Special Magistrate on August 14, 2014, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner and Respondent, makes the following findings of fact and conclusions of law and thereupon ORDERS as follows:

Findings of Fact

1. Respondent, MAGNOLIA TC 3 REO, LLC, is the owner of residential real property located at 862 NW Georgia Avenue in Lake City, Florida, and more particularly described in Exhibit A.
2. City of Lake City Code Inspector Beverly Wisman inspected Respondent's property on June 16, 2014, and observed the following conditions:

Trash and debris littering the yard from unpermitted demolition of a mobile home structure on the subject property.
3. On June 24, 2014 Petitioner sent a Notice of Violation to Respondent describing the alleged violations and providing Respondent until July 16th to correct them.

4. The June 24th Notice of Violation was delivered to Respondent's mailing address via certified U.S. mail on June 26, 2014.
5. A Notice of Hearing for August 14, 2014, was delivered to Respondent along with the Notice of Violation.
6. City of Lake City Code Inspector Beverly Wisman re-inspected Respondent's property on or about August 13, 2014 and observed the following conditions:

The trash and debris from the unpermitted demolition work was piled along the curb fronting the subject property.

7. No trash pickup services are active for the subject property.

Conclusions of Law

1. The authority of the undersigned special magistrate to hear and determine the violations alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.
2. The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
3. Respondent was properly notified of the alleged violations and provided with a reasonable period of time within which to correct the violations.
4. Respondent obtained a demolition permit and cleaned up the subject property.
However, Respondent failed to remove and properly dispose of the trash and debris resulting from demolition of the mobile home on the property.
5. Petitioner requested a hearing and provided proper notice to Respondent of its date, time and location.

6. Respondent's property located at 862 NW Georgia Avenue in Lake City, Florida is in violation of Section 22-191, Lake City, Florida Code of Ordinances, which concerns public nuisances.

Order

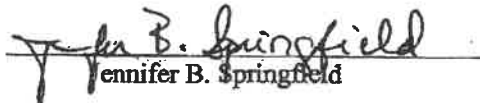
1. Respondent shall take the actions necessary to correct the violation found on the subject property within 30 days of the date of this Order.
2. In the event the subject property is not brought into compliance with Petitioner's Code of Ordinances on or before the 30th day, a daily fine of one-hundred and fifty dollars and zero cents (\$150.00) will begin to accrue on the 31st day in accordance with Section 162.09, Florida Statutes, and may become a lien on the property upon which Petitioner may foreclose.
3. In addition, Respondent is ordered to pay Petitioner's enforcement costs in the amount of six dollars and ninety cents (\$6.90) within ten days of receipt of this order. In the event, such costs are not timely paid by Respondent, \$6.90 may be added to the amount of any lien placed on the subject property by Petitioner pursuant to above paragraph no. 2.

DONE AND ORDERED in this 21st day of August 2014.


JENNIFER B. SPRINGFIELD
SPECIAL MAGISTRATE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Beverly Wisman, City of Lake City, Florida via electronic mail to wismanb@lcfia.com and to Respondent, Magnolia TC 3 REO, LLC via certified mail to 558 W. New England Avenue, Suite 250, Winter Park, Florida 32789 this 21st day of August 2014.


Jennifer B. Springfield

Cc via e-mail: Wendell Johnson
Robert Hathcox
Herbert F. Darby

**CODE ENFORCEMENT BOARD or
SPECIAL MAGISTRATE**

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055
(386) 719-5750

NOTICE OF VIOLATION

Case # 14-52400968

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that on/prior to June 23, 2014 the following violation(s) of the Codes of Lake City were violated at the property located at 862 NW GEORGIA AVE Parcel ID# 00-00-00 11512-006 :

Violation Detail

00010 VACANT STRUCTURES & LAND IPMC SEC. 301.3
Date Est: June 16, 2014 Location: Qty: 001

Violation Text

June 16, 2014 11:00:08 AM lakebah.
mobile home demo permit was applied for and never picked up. trash and debris from structure, littered over yard.

Violation Description

All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

Violation Corrective Action

All trash and debris shall be removed from property and properly disposed of.

Violation Detail

00020 SANITATION IPMC SEC. 302.1
Date Est: June 16, 2014 Location: Qty: 001

Violation Text

June 16, 2014 11:00:15 AM lakebah.
mobile home demo permit was applied for and never picked up. trash and debris from structure, littered over yard.

Violation Description

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall

keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

Violation Corrective Action

All trash and debris shall be removed from property and properly disposed of.

Violation Detail

00030 PUBLIC NUISANCE SEC. 22-191

Date Est: June 16, 2014 Location: Qty: 001

Violation Text

June 16, 2014 11:00:23 AM lakebah.

remove all debris and dispose of accordingly. No active trash services at location.

June 24, 2014 9:27:31 AM lakebah.

LOT IS AN ATTRACTIVE NUISANCE AS MOBILE HOME STRUCTURE IS NOT SECURE, PUBLIC NUISANCE AS CONSTRUCTION DEBRIS LITTERS LOT.

Violation Description

Public nuisances are defined in the Definitions section of Division I herein. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by the Minimum Standards Codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the City Growth Management Director or his Designee or the Code Enforcement Board are authorized to order the property owner or City agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined herein.

Nuisance or Public Nuisance. Any one or combination of the following:

(A) Any public nuisance known at common law or in equity jurisprudence or as provided by the Statutes of the State of Florida or ordinances of the City of Lake City.

(B) Any attractive nuisance which may prove detrimental to the health or safety of children and others whether in a building, on the premises of a building or upon an unoccupied lot. This includes, but is not limited to: abandoned wells, shafts, basements, excavations, abandoned or discarded ice boxes, refrigerators, deep-freeze lockers, clothes washers, clothes dryers, or airtight units,

abandoned motor vehicles and any structurally unsound fences or structures; lumber, trash, fences, debris, or vegetation such as poison ivy, oak or sumac, which may prove a hazard for inquisitive persons. Abandoned buildings are attractive nuisances when they are unsecured or unsecurable and when by reason of abandonment or neglect they contain unsound walls, roofing, or flooring, unsafe wiring, fire hazards, or other unsafe conditions as further defined herein. Unsafe conditions may include such neglect of security that opportunities for criminal activity persist to the danger and detriment of the neighborhood.

(C) Physical or unsanitary conditions or conditions so lacking illumination or ventilation as to be potentially dangerous to human life or detrimental to health of persons on or near the premises where the condition exists. This includes, but is not limited to conditions for mold growth, environmental pollution, or conditions that create harborage for insects or vermin.

(D) Major or minor violations of this Code which cumulatively impact upon premises to the point whereby conditions can potentially endanger human life or substantially and detrimentally affect the safety or security of occupants, nearby occupants or passers-by.

(E) Whatever renders air, food, or drink unwholesome or detrimental to the health of human beings.

(F) Fire hazards.

Violation Corrective Action

Demolition permit must be obtained thru the Growth management department of Lake City, complete demo of structure is required, as well as all trash and debris must be removed from the property. Demo permit is enclosed.

WARNING: This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before JULY 16, 2014 or within calendar days from receipt of this notice.

If the violation continues beyond the above date, you will be summoned to appear before the Code Enforcement Board of Lake City, Florida and may be subject to a possible civil fine of up to \$250 per day/per violation for each day the violation continues beyond the above date.

If the owner of property which is subject to an enforcement proceeding before the enforcement board, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

- (1) Disclose in writing the existence and the nature of the proceedings to the prospective transferee;
- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceedings received by the transferor;
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceedings;
- (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2) and (3) above before the transfer creates a rebuttal presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is heard.

If the violation is a repeat violation you may be subject to a possible civil fine of up to \$500.00 per day/per violation for each day the repeat violation continues.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name MAGNOLIA ADVISORS, LLC Relationship REGISTERED AGENT FOR MAGNOLIA TC 3 REO, LLC

On date 6/24/14 time being _____	Personal Service
Posted on property and at City Hall	Certified Mail, Return Receipt requested
First class mailing	70132250000201541425
Refused to sign, drop service	

WISMAN, BEVERLY

Print Name of Code Inspector

Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Violation

Signature of Respondent/Recipient

Date



City of Lake City
Building Department



INSPECTION REPORT

Permit # NO Permit
Date 10-16-14

Tenant or Owner's Name Joe Freeman Proposed Use

Address 862 NW Georgia Phone

General Contractor Location

Flood Zone BFE Received Flood Certificate Yes No

Table with columns: BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, POOL, ZONING. Rows include items like Footings, Rough-In, Stackout, Gas Test, Shell Deck, etc.

NO Permit Applied for = Demo
Stop All Work Until
Permit is issued + paid for.

Inspection Line: 386-719-5750
Office: 386-719-5754
Fax: 386-785-5426

Beverly Wilson

white - file yellow - customer

**CODE ENFORCEMENT BOARD or
SPECIAL MAGISTRATE**

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055
(386) 719-5750

NOTICE OF VIOLATION

Case # 14-52400968

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that on/prior to June 23, 2014 the following violation(s) of the Codes of Lake City were violated at the property located at 862 NW GEORGIA AVE Parcel ID# 00-00-00 11512-006 :

Violation Detail

00010 VACANT STRUCTURES & LAND IPMC SEC. 301.3

Date Est: June 16, 2014 Location: Qty: 001

Violation Text

June 16, 2014 11:00:08 AM lakebah.
mobile home demo permit was applied for and never picked
up. trash and debris from structure, littered over yard.

Violation Description

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Violation Corrective Action

All trash and debris shall be removed from property and properly disposed of.

Violation Detail

00020 SANITATION IPMC SEC. 302.1

Date Est: June 16, 2014 Location: Qty: 001

Violation Text

June 16, 2014 11:00:15 AM lakebah.
mobile home demo permit was applied for and never picked
up. trash and debris from structure, littered over yard.

Violation Description

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall

keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

Violation Corrective Action

All trash and debris shall be removed from property and properly disposed of.

Violation Detail

00030 PUBLIC NUISANCE SEC. 22-191

Date Est: June 16, 2014 Location: Qty: 001

Violation Text

June 16, 2014 11:00:23 AM lakebah.

remove all debris and dispose of accordingly. No active trash services at location.

June 24, 2014 9:27:31 AM lakebah.

LOT IS AN ATTRACTIVE NUISANCE AS MOBILE HOME STRUCTURE IS NOT SECURE, PUBLIC NUISANCE AS CONSTRUCTION DEBRIS LITTERS LOT.

Violation Description

Public nuisances are defined in the Definitions section of Division I herein. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by the Minimum Standards Codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the City Growth Management Director or his Designee or the Code Enforcement Board are authorized to order the property owner or City agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined herein.

Nuisance or Public Nuisance. Any one or combination of the following:

(A) Any public nuisance known at common law or in equity jurisprudence or as provided by the Statutes of the State of Florida or ordinances of the City of Lake City.

(B) Any attractive nuisance which may prove detrimental to the health or safety of children and others whether in a building, on the premises of a building or upon an unoccupied lot. This includes, but is not limited to: abandoned wells, shafts, basements, excavations, abandoned or discarded ice boxes, refrigerators, deep-freeze lockers, clothes washers, clothes dryers, or airtight units,

abandoned motor vehicles and any structurally unsound fences or structures; lumber, trash, fences, debris, or vegetation such as poison ivy, oak or sumac, which may prove a hazard for inquisitive persons. Abandoned buildings are attractive nuisances when they are unsecured or unsecurable and when by reason of abandonment or neglect they contain unsound walls, roofing, or flooring, unsafe wiring, fire hazards, or other unsafe conditions as further defined herein. Unsafe conditions may include such neglect of security that opportunities for criminal activity persist to the danger and detriment of the neighborhood.

(C) Physical or unsanitary conditions or conditions so lacking illumination or ventilation as to be potentially dangerous to human life or detrimental to health of persons on or near the premises where the condition exists. This includes, but is not limited to conditions for mold growth, environmental pollution, or conditions that create harborage for insects or vermin.

(D) Major or minor violations of this Code which cumulatively impact upon premises to the point whereby conditions can potentially endanger human life or substantially and detrimentally affect the safety or security of occupants, nearby occupants or passers-by.

(E) Whatever renders air, food, or drink unwholesome or detrimental to the health of human beings.

(F) Fire hazards.

Violation Corrective Action

Demolition permit must be obtained thru the Growth management department of Lake City, complete demo of structure is required, as well as all trash and debris must be removed from the property. Demo permit is enclosed.

WARNING: This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before JULY 16, 2014 or within calendar days from receipt of this notice.

If the violation continues beyond the above date, you will be summoned to appear before the Code Enforcement Board of Lake City, Florida and may be subject to a possible civil fine of up to \$250 per day/per violation for each day the violation continues beyond the above date.

If the owner of property which is subject to an enforcement proceeding before the enforcement board, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

- (1) Disclose in writing the existence and the nature of the proceedings to the prospective transferee;
- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceedings received by the transferor;
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceedings;
- (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2) and (3) above before the transfer creates a rebuttal presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is heard.

If the violation is a repeat violation you may be subject to a possible civil fine of up to \$500.00 per day/per violation for each day the repeat violation continues.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name MAGNOLIA ADVISORS, LLC Relationship REGISTERED AGENT FOR MAGNOLIA TC 3 REO, LLC

On date 6/24/14 time being _____	Personal Service
Posted on property and at City Hall	Certified Mail, Return Receipt requested
First class mailing	70132250000201541425
Refused to sign, drop service	

WISMAN, BEVERLY



Print Name of Code Inspector

Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Violation

Signature of Respondent/Recipient

Date

**CODE ENFORCEMENT BOARD
OR SPECIAL MAGISTRATE**

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 14-52400968

Respondent MAGNOLIA TC 3 REO, LLC

NOTICE OF HEARING: You are hereby notified and commanded to appear before the Code Enforcement Board of Lake City, Florida on (day) Thursday, August 14, 2014, at (time) 5:30 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2nd floor, Council Chambers, Lake City, Florida, at which time evidence and testimony will be presented to said Board concerning the violation. You have the right to examine all evidence and to cross-examine all witnesses, and to present evidence and testimony on your behalf concerning said violation.

Your failure to appear at the hearing may result in a civil fine being imposed on you for said violation(s) up to \$250.00 per day/per violation each day the violation continues.


****It is the RESPONSIBILITY of the RESPONDENT to schedule a Compliancy Inspection****

This case will not go before the Board if the violation(s) are brought into compliance in accordance with the Notice of Violation.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):
Name MAGNOLIA ADVISORS, LLC Relationship REGISTERED AGENT FOR MAGNOLIA TC 3 REO, LLC

On date 6/24/14 time being _____ Personal Service
Posted on property and at City Hall Certified Mail, Return Receipt requested
First class mailing 70132250000201541425
Refused to sign, drop service

WISMAN, BEVERLY
Print Name of Code Inspector


Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Hearing

Signature of Respondent/Recipient Date

NOTE: Minutes of the Code Enforcement Board Hearings are not transcribed verbatim. If you require a verbatim transcript, you must make arrangements for a court reporter or some other method of recording/transcribing.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

MAGNOLIA TC 3 REO, LLC

Filing Information

Document Number	L13000057584
FEI/EIN Number	APPLIED FOR
Date Filed	04/18/2013
State	FL
Status	ACTIVE

Principal Address

558 W. New England Ave.
Ste.250
Winter Park, FL 32789

Changed: 01/10/2014

Mailing Address

558 W. New England Ave.
Ste.250
Winter Park, FL 32789

Changed: 01/10/2014

Registered Agent Name & Address

MAGNOLIA ADVISORS, LLC
558 W. New England Ave.
Ste.250
Winter Park, FL 32789

Address Changed: 01/10/2014

Authorized Person(s) Detail

Name & Address

Title MGRM

MAGNOLIA TC3, LLC
558 W. New England Ave.
Ste.250
Winter Park, FL 32789

Annual Reports

Report Year	Filed Date
2014	01/10/2014

Document Images

[01/10/2014 -- ANNUAL REPORT](#)

View image in PDF format

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State of Florida, Department of State

CODE ENFORCEMENT BOARD

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 14-52400968

Respondent Katrina Baker for Joe Freeman

NOTICE OF HEARING: You are hereby notified and commanded to appear before the Code Enforcement Board of Lake City, Florida on (day) Thursday the 10th day of July, 2014, at (time) 5:30 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2nd floor, Council Chambers, Lake City, Florida, at which time evidence and testimony will be presented to said Board concerning the violation. You have the right to examine all evidence and to cross-examine all witnesses, and to present evidence and testimony on your behalf concerning said violation.

Your failure to appear at the hearing may result in a civil fine being imposed on you for said violation up to \$250.00 per day/per violation each day the violation continues.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name Joe Freeman c/o Katrina Baker Relationship owner

On date 6/16/14 time being _____ Personal Service

Posted on property and at City Hall Certified Mail, Return Receipt requested

First class mailing

Refused to sign, drop service

Beverly Wisman
Print Name of Code Inspector

Beverly Wisman
Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Hearing

Signature of Respondent/Recipient Date

CODE ENFORCEMENT BOARD

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 14-33900968

Respondent Katrina Baker for Joe Freeman

NOTICE OF HEARING: You are hereby notified and commanded to appear before the Code Enforcement Board of Lake City, Florida on (day) Wednesday the 10th day of July, 2014, at (time) 5:30pm. The hearing will take place at City Hall, 205 N Marion Ave., 2nd floor, Council Chambers, Lake City, Florida, at which time evidence and testimony will be presented to said Board concerning the violation. You have the right to examine all evidence and to cross-examine all witnesses, and to present evidence and testimony on your behalf concerning said violation.

Your failure to appear at the hearing may result in a civil fine being imposed on you for said violation up to \$250.00 per day/per violation each day the violation continues.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name Katrina Baker Relationship owner

- On date 11/4 time being _____ Personal Service
- Posted on property and at City Hall Certified Mail, Return Receipt requested
- First class mailing
- Refused to sign, drop service

Beverly Wisman
Print Name of Code Inspector

Beverly Wisman
Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Hearing

Signature of Respondent/Recipient Date

CODE ENFORCEMENT BOARD
City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF VIOLATION

Case # 14-5240696

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that
(Name) Joe Freeman 910 Katrina Baker of
(Mailing address) 842 NW Georgia Ave
on/prior to the 14th day of June, 2014, at (time) 10:00 AM, at
(Location) 842 NW Georgia Ave

committed the following violation of the Codes of Lake City: Chapter/Section/Ordinance No. _____
Property ID# _____

Facts constituting violation: trash and debris litter lot from
Structure demo. Demo permit was applied for
BUT NOT PAID or PICKED UP

WARNING: This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before (date) 6/20/14 or within _____ days from receipt of this notice.

The following action(s) must be completed prior to said date to come into compliance _____
All debris must be removed Demolition
permit must be picked up & paid for
Trash must be disposed of No active
Pick up services

If the violation continues beyond the above date, you will be summoned to appear before the Code Enforcement Board of Lake City, Florida and may be subject to a possible civil fine of up to \$250 per day/per violation for each day the violation continues beyond the above date.

If the violation is a repeat violation you may be subject to a possible civil fine of up to \$500.00 per day/per violation for each day the repeat violation continues.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):
Name Joe Freeman 910 Katrina Baker Relationship owner
On date 6/16/14 time being _____
 Posted on property and at City Hall Personal Service
 First class mailing Certified Mail, Return Receipt requested
 Refused to sign, drop service

BEVERLY WISMAN
Print Name of Code Inspector

Beverly Wisman
Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Violation

Signature of Respondent/Recipient _____ Date _____

**CODE ENFORCEMENT BOARD
OR SPECIAL MAGISTRATE**

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 14-52400968

Respondent MAGNOLIA TC 3 REO, LLC

NOTICE OF HEARING: You are hereby notified and commanded to appear before the Code Enforcement Board of Lake City, Florida on (day) Thursday, August 14, 2014, at (time) 5:30 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2nd floor, Council Chambers, Lake City, Florida, at which time evidence and testimony will be presented to said Board concerning the violation. You have the right to examine all evidence and to cross-examine all witnesses, and to present evidence and testimony on your behalf concerning said violation.

Your failure to appear at the hearing may result in a civil fine being imposed on you for said violation(s) up to \$250.00 per day/per violation each day the violation continues.

****It is the RESPONSIBILITY of the RESPONDENT to schedule a Compliancy Inspection****

This case will not go before the Board if the violation(s) are brought into compliance in accordance with the Notice of Violation.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):
Name MAGNOLIA ADVISORS, LLC Relationship REGISTERED AGENT FOR MAGNOLIA TC 3 REO, LLC

On date 6/24/14 time being _____ Personal Service
Posted on property and at City Hall Certified Mail, Return Receipt requested
First class mailing 70132250000201541425
Refused to sign, drop service

WISMAN, BEVERLY
Print Name of Code Inspector

Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Hearing

Signature of Respondent/Recipient Date

NOTE: Minutes of the Code Enforcement Board Hearings are not transcribed verbatim. If you require a verbatim transcript, you must make arrangements for a court reporter or some other method of recording/transcribing.

CODE ENFORCEMENT BOARD

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF VIOLATION

Case # 14-52400968

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that

(Name) Joe Freeman c/o Katrina Baker of
(Mailing address) 862 NW Georgia Ave
on/prior to the 16th day of June, 2014, at (time) 10:00 AM, at
(Location) 862 NW Georgia Ave

committed the following violation of the Codes of Lake City: Chapter/Section/Ordinance No. _____
Property ID# _____

Facts constituting violation: trash and debris litter lot from
Structure demo. Demo permit was applied for
BUT NOT PAID or PICKED UP.

WARNING: This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before (date) 6/20/14 or within _____ days from receipt of this notice.

The following action(s) must be completed prior to said date to come into compliance _____
All debris must be removed. Demolition
permit must be picked up & paid for.
Trash must be disposed of. No active
Pick up services

If the violation continues beyond the above date, you will be summoned to appear before the Code Enforcement Board of Lake City, Florida and may be subject to a possible civil fine of up to \$250 per day/per violation for each day the violation continues beyond the above date.

If the violation is a repeat violation you may be subject to a possible civil fine of up to \$500.00 per day/per violation for each day the repeat violation continues.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):
Name Joe Freeman c/o Katrina Baker Relationship owner

On date 6/16/14 time being _____ Personal Service
 Posted on property and at City Hall Certified Mail, Return Receipt requested
 First class mailing
 Refused to sign, drop service

BEVERLY WISMAN
Print Name of Code Inspector

Beverly Wisman
Signature of Code Inspector

I acknowledge receipt of a copy of this Notice of Violation

Signature of Respondent/Recipient _____ Date _____

[Back](#) [Contact Agent](#)

862 NW GEORGIA AVE

LAKE CITY, FL 32055

3 beds 2 baths 1,620 SF • #1159638

PENDING (P)

\$100,000



Street View
Street View

1 / 18



Overview

Description

Nice lot with double wide mobile home. 3 Bedrooms, 2 full baths. Extra large living area; open floor plan with dining area. Large island in kitchen, walk in pantry, laundry room. Large master bedroom with ensuite and huge walk-in closet. Great investment property. Priced to sell! AS-IS. MOTIVATED SELLERS

Features

Listing Information

Sub-Type

Mobile w/Land

HIDE

SAVE

SHARE

793





File Attachments for Item:

21. Discussion and Possible Action - Request to forgive Code Enforcement Liens in the amount of \$93,500.00 that occurred from December 8, 2016 (1,870) days) on Parcel No. 06085-000, 331 NW Gwen Lake Avenue, for Sylvester Warren, new owner. Special Magistrate Order - Case No. 2016-497 (Presenter: Marshall Sova, Code Enforcement Officer)

Meeting Date
May 2, 2022

City of Lake City Report to Council

AGENDA	
Section	
Item No.	

**SUBJECT: Parcel #
06085-000 331 NW
Gwen Lake Avenue
DEPT. / OFFICE:**

**Lien Forgiveness Request

GROWTH MANAGEMENT**

Originator: Julie Adams-previous owner Current owner- Sylvester Warren		
City Manager Paul Dyal	Department Director Steve Brown	Date 4/25/22
<p>Council Action Options:</p> <ol style="list-style-type: none"> 1. Forgive all fees associated with code enforcement 2. File a lawsuit against current owner and previous owner to collect fees 3. File a foreclosure suit on owner and assume city ownership of property 4. Forgive accumulated code enforcement fines on property but have owner pay code enforcement administrative fees expended 5. Forgive accumulated code enforcement fines on property but have owner pay code enforcement administrative fees expended and require property owner to submit plans and obtain permits for construction within twelve months of this council action date 		
<p>Summary, Explanation & Background:</p> <p>August 29, 2016-Code Officer, Bev Jones, cited the property in violation of IPMC 22-191 Public Nuisance, 301.3 Vacant Structures and Land, 302.4 Weeds, 304.1.1 Unsafe Conditions.</p> <p>August 29, 2016- Notice of Violation sent to Respondent and given a compliance date of October 15, 2016</p> <p>November 1, 2016- Inspection occurred with no improvement</p> <p>November 23, 2016- Code officer Bev Jones posted a copy of the Notice of Violation on property and at City Hall.</p> <p>December 6, 2016- Property was re-inspected with no improvement</p> <p>December 8, 2016- Special Magistrate hearing occurred, parcel was found to be in violation of City code. Respondent had 90 days to bring violations into compliance or a \$50.00 a day fine would start to accrue. Respondent was also ordered to pay mailing costs of \$12.92.</p> <p>Property violation became cured 1,870 days later; Fine cost is \$93,500.00.</p> <p>Total Fine is \$93,512.92.</p>		

Alternatives: See above action items

Source of Funds:

Code Enforcement Administrative Expenditures

Financial Impact:

1. Property may or may not be improved.
2. \$93,512.92 collected in fines and property may or may not be improved.
3. City owns property and sales property.
4. Re-imbusement of CE Administrative expenditures and property may or may not be improved.
5. Re-imbusement of CE Administrative Expenditures and property improved or fines and liens reinstated.

Exhibits Attached:

Magistrate Orders, Tax Parcel and Receipts for Code Enforcement Expenditures.

\$92,950



City of Lake City

Office of the City Clerk

205 North Marion Avenue
Lake City, Florida 32055

TELEPHONE: (386) 719-5756

FAX: (386) 752-4896

STATE OF FLORIDA

Inst: 201712000623 Date: 01/11/2017 Time: 8:37AM
Page 1 of 5 E: 1328 P: 2550, P. DeWitt Cason, Clerk of Court
Columbia, County, By: BD
Deputy Clerk

COUNTY OF COLUMBIA

I, Audrey E. Sikes, Clerk of the City of Lake City, DO HEREBY CERTIFY the attached to be a true and correct copy of City of Lake City Code Enforcement Special Magistrate Order - Case No. 2016-00000497 (4 pages), as promulgated and on file in the City Clerk's office and the official records of the City of Lake City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of this City this 6th day of January 2017.

SEAL OF THE CITY OF LAKE CITY, FLORIDA.

AUDREY E. SIKES, MMC
City Clerk

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

CASE NO. 2016-00000497

PETITIONER,

v.

JULIE ADAMS and
JOHN MIGUEL PREWETT,

RESPONDENTS.

ORDER

THIS CAUSE came before the Special Magistrate on December 8, 2016, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner, makes the following findings of fact and conclusions of law and thereupon orders, as follows:

Findings of Fact

1. Respondents, Julie Adams and John Miguel Prewett ("Respondents"), are the owners of residential real property located at 331 NW Gwen Lake Avenue in Lake City, Florida ("Property").
2. City of Lake City Code Inspector Beverly Wisman initially inspected Respondents' residential property on August 15, 2016, after being notified by the City's Fire Chief of a house fire at the Property and observed severe exterior damage to the structure, roof damage and interior damage resulting in it being uninhabitable. The Property was also overgrown with grass and weeds.

3. On August 29, 2016, Petitioner sent a Notice of Violation via USPS first class mail addressed to Respondents at 587 SE Ermine Avenue in Lake City, Florida 32025 describing the alleged violations and requesting that the violations be corrected no later than October 15, 2016.
4. City of Lake City Code Inspector Beverly Wisman re-inspected the Property on November 1, 2016 and the conditions were unchanged. Petitioner sent a Notice of Violation (NOV) via USPS certified mail to Respondents at 587 SE Ermine Avenue in Lake City, Florida 32025, again describing the alleged violations on the Property and requesting that the violations be corrected on or before December 5, 2016. A Notice of Hearing was also included with the time and place of a December 8, 2016 hearing. USPS returned the signed certified mail receipt for Respondent Julie Adams to Petitioner. USPS returned the certified mail for Respondent John Miguel Prewett to Petitioner on November 4, 2016 indicating "ATTEMPTED - NOT KNOWN" and that it was "UNABLE TO FORWARD."
5. On November 23, 2016, City of Lake City Code Inspector Beverly Wisman posted a copy of the Notice of Violation and a copy of the Notice of Hearing at the Property and at City Hall.
6. City of Lake City Code Inspector Beverly Wisman re-inspected the Property on December 6, 2016 and the conditions were unchanged.

Conclusions of Law

1. The authority of the undersigned special magistrate to hear and determine the violations alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article

X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.

2. The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
3. Respondents were properly notified of the alleged violations on the Property and provided with a reasonable period of time within which to correct the violations.
4. Respondents failed to timely correct the alleged violations on the Property.
5. Petitioner requested a hearing and provided proper notice to Respondents of its date, time and location.

Order

1. Within ninety (90) days of the date of this Order, Respondents shall take all actions necessary to correct the violations found on the subject Property as stated herein.
2. In the event the subject property is not brought into compliance with Petitioner's Code of Ordinances on or before the 90th day, a daily fine of fifty dollars (\$50.00) will begin to accrue on the 90th day, in accordance with Section 162.09, Florida Statutes, and may become a lien on the property upon which Petitioner may foreclose.
3. In addition, Respondents are ordered to pay Petitioner's enforcement costs in the amount of twelve dollars and ninety-two cents (\$12.92) within ten (10) days of the date of this Order. In the event such costs are not timely paid by Respondents, \$12.92 may be added to the amount of any lien placed on the subject property by Petitioner.

DONE AND ORDERED in this 19th day of December 2016:


JENNIFER B. SPRINGFIELD
SPECIAL MAGISTRATE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Respondents, Julie Adams and John Miguel Prewett, at 587 SE Ermine Avenue in Lake City, Florida 32025 via USPS regular mail, and to Beverly Wisman, City of Lake City, Florida via electronic mail to wismanb@lcfia.com this 19th day of December 2016.


Jennifer B. Springfield

Cc via e-mail: Wendell Johnson
Robert Hathcox

CODE ENFORCEMENT- SPECIAL MAGISTRATE

NOTICE OF Violation

City of Lake City
 205 N Marion Ave.
 Lake City, Florida 32055
 386-719-5746

Case # 2016-00000497

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that on/prior to the date below, the following violation(s) of the Codes of Lake City where violated at the property located at 331 NW GWEN LAKE AVE Parcel ID# 06085000:

REINSPECTION	Beverly A Jones	03/07/2018	2:00PM	<u>Results overgrown, property is a hazard, structure has been on fire twice, walls are block, dangerous as they may crumble, structure is open and not secure.</u>
INITIAL INSPECTION	BEVERLY JONES	12/12/2017	5:00PM	<u>Results fail</u>
REINSPECTION	BEVERLY JONES	11/16/2017	1:45PM	<u>Results fail</u>
REINSPECTION	BEVERLY JONES	10/25/2017	9:30AM	<u>Results fail</u>
INITIAL INSPECTION	BEVERLY JONES	08/30/2016	8:30AM	<u>Results fail</u>
REINSPECTION	BEVERLY JONES	08/30/2016	8:15AM	<u>Results fail</u>

Violation Code Violation Description Corrective Action

108.1	IPMC 108.1	Demolish and raze property and structure as no repairs have been made.
22-191	SECTION 22-191 PUBLIC NUISANCE	
22-191	SECTION 22-191 PUBLIC NUISANCE	
301.2	301.2 Responsibility	
301.3	301.3 Vacant structures and land.	
302.4	302.4 weeds	
304.1	304.1 General.	
304.1.1	304.1.1 Unsafe conditions	
304.4	304.4 Structural members	
304.6	304.6 Exterior walls	
304.7	304.7 Roofs and drainage.	

Violation Code Municipal Code

108.1	An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the <u>occupants</u> of the structure
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	by not providing minimum safeguards to protect or warn <u>occupants</u> in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
22-191	Public nuisances are defined in the definitions section of division 1 herein. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by the minimum standards codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the city growth management director or his designee or the code enforcement board are authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined herein. These powers are hereby declared to be remedial and essential for the public interest and it is intended that such powers be liberally construed to effectuate the purposes stated herein.
301.2	The <u>owner</u> of the <u>premises</u> shall maintain the structures and <u>exterior property</u> in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as <u>owner-occupant</u> or permit another person to occupy <u>premises</u> which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. <u>Occupants</u> of a <u>dwelling unit</u> , <u>rooming unit</u> or <u>housekeeping unit</u> are responsible for keeping in a clean, sanitary and safe condition that part of the <u>dwelling unit</u> , <u>rooming unit</u> , <u>housekeeping unit</u> or <u>premises</u> which they occupy and control.
301.3	All vacant structures and <u>premises</u> thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
302.4	All <u>premises</u> and <u>exterior property</u> shall be maintained free from weeds or plant growth in excess of 12 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
304.1	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
304.1.1	The following conditions shall be Determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. 3. Structures or components thereof that have reached their limit state. 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.5.. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.

304.4	All structural members shall be maintained free from <i>deterioration</i> , and shall be capable of safely supporting the imposed dead and live loads.
304.6	Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent <i>deterioration</i> .
304.7	The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or <i>deterioration</i> in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance

WARNING: This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before the date listed below:

Type of Corrective Action	Due Date
WARNING NOTICE	10/15/2016
NOTICE OF VIOLATION	12/05/2016
NOTICE OF HEARING	12/08/2016
NOTICE OF VIOLATION	12/01/2017
NOTICE OF HEARING	10/08/2020
NOTICE OF VIOLATION	10/5/20

If the owner of property which is subject to an enforcement proceeding before the enforcement board, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

- (1) Disclose in writing the existence and the nature of the proceedings to the prospective transferee;
- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceedings received by the transferor;
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceedings;
- (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2) and (3) above before the transfer creates a rebuttal presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is heard.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name ADAMS JULIE & JOHN MIGUEL PREWETT (JTWRs) Relationship owner

On date 9/18/20 time being _____ Personal Service

Posted on property and at City Hall

First class mailing

Refused to sign, drop service

Certified Mail, Return Receipt requested

7018 0680 0001 1581 0769

Print Name of Code Inspector

Signature of Code Inspector

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Julie Adams/John Powell
 587 SE Ermine Ave
 Lake City FL 32025



2. Article Number (Transfer from previous label)
 7018 0680 0001 1581 3081
 PS Form 3811, July 2015 PSN 7530-02-000-9039

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
 X **EUNICE**
- B. Received by (Printed Name)
SKD CHY C19
- C. Date of Delivery
10-21-20
- D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only**

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$ 3.55
Extra Services & Fees (check box, add fee to amount)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 2.85
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$.50
Total Postage and Fees	\$ 6.90



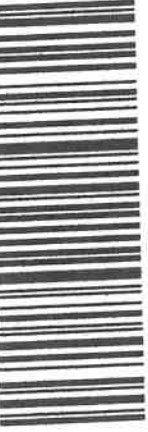
Sent To **Julie Adams | John Miguel Powell**
 Street and Apt. No., or PO Box No. **587 SE Ermine Ave**
 City, State, ZIP+4® **Lake City FL 32025**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

190E 195T 1000 0990 910L

CERTIFIED MAIL

City of Lake City
Code Enforcement
205 N. Marion Ave.
Lake City, Florida 32055



7016 0680 0001 1581 0769
7016 0680 0001 1581 0769



Drewitt Jumps

J.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com™.

OFFICIAL USE

Certified Mail Fee	\$ 8.55
Extra Services & Fees (check box, add fee as appropriate)	\$ 2.85
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$.50
Total Postage and Fees	\$ 6.90

Postmark
Here

Sent To *Mr Adams & John Miguel Prewitt JWS*
Street and Apt. No. or PO Box No. *587 SE Ermine Ave*
City, State, ZIP+4® *Lake City, FL 32055*

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions.

Columbia County Property Appraiser

Jeff Hampton

2020 Preliminary Certified

updated: 10/9/2020

Parcel: **31-3S-17-06085-000**

[Aerial Viewer](#) [Pictometry](#) [Google Maps](#)

Owner & Property Info		Result: 1 of 1	
Owner	ADAMS JULIE & JOHN MIGUEL PREWETT (JTWRS) C/O 587 SE ERMINE AVE LAKE CITY, FL 320256126		
Site	331 GWEN LAKE AVE, LAKE CITY		
Description*	LOT 17 BLK 1 IDLEAWILE REPLAT. PROB#04-32CP 1006-2492 THRU 1006-2500, SWD 1024-2054.		
Area	0.405 AC	S/T/R	31-3S-17
Use Code**	MISC RES (000700)	Tax District	1
<small>*The Description above is not to be used as the Legal Description for this parcel in any legal transaction. **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.</small>			



Property & Assessment Values			
2019 Certified Values		2020 Preliminary Certified	
Mkt Land (1)	\$13,246	Mkt Land (1)	\$13,246
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (1)	\$34,005	Building (0)	\$0
XFOB (2)	\$800	XFOB (3)	\$1,800
Just	\$48,051	Just	\$15,046
Class	\$0	Class	\$0
Appraised	\$48,051	Appraised	\$15,046
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$48,051	Assessed	\$15,046
Exempt	\$0	Exempt	OTHER \$15,046
Total Taxable	county:\$45,881 city:\$45,881 other:\$45,881 school:\$48,051	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0

Sales History						
Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
8/4/2004	\$100	1024/2054	WD	I	U	06

Building Characteristics						
Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

Extra Features & Out Buildings (Codes)						
Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0166	CONC.PAVMT	0	\$400.00	1.000	0 x 0 x 0	{000.00}
0258	PATIO	0	\$400.00	1.000	0 x 0 x 0	{000.00}
0285	SALVAGE	0	\$1,000.00	1.000	0 x 0 x 0	{000.00}

Land Breakdown					
Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
000700	MISC RES (MKT)	17,661.650 SF - (0.405 AC)	1.00/1.00 1.00/1.00	\$1	\$13,246

Search Result: 1 of 1

Columbia County Tax Collector

generated on 12/8/2020 9:16:31 AM EST

Tax Record

Last Update: 12/8/2020 9:15:48 AM EST

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
R06085-000	REAL ESTATE	2020			
Mailing Address ADAMS JULIE & JOHN MIGUEL PREWETT (JTWS) C/O 587 SE ERMINE AVE LAKE CITY FL 32025-6126		Property Address 331 GWEN LAKE NW LAKE CITY GEO Number 313S17-06085-000			
LAND AVAIL / TAXES TAX DEED APPLICATION					
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail	Millage Code	Escrow Code			
09 15046	001				
Legal Description (click for full description) 31-3S-17 0700/0700.41 Acres LOT 17 BLK 1 IDLEAWILE REPLAT. PROB#04-32CP 1006-2492 THRU 1006-2500, SWD 1024-2054.					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
CITY OF LAKE CITY	4.9000	15,046	15,046	\$0	\$0.00
BOARD OF COUNTY COMMISSIONERS	8.0150	15,046	15,046	\$0	\$0.00
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	15,046	15,046	\$0	\$0.00
LOCAL	3.7810	15,046	15,046	\$0	\$0.00
CAPITAL OUTLAY	1.5000	15,046	15,046	\$0	\$0.00
SUWANNEE RIVER WATER MGT DIST	0.3696	15,046	15,046	\$0	\$0.00
LAKE SHORE HOSPITAL AUTHORITY	0.0001	15,046	15,046	\$0	\$0.00
Total Millage		19.3137	Total Taxes		\$0.00
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
XLCF	CITY FIRE ASSESSMENT	\$0.00			
Total Assessments					\$0.00
Taxes & Assessments					\$0.00

Due to the status code assigned to this account, the remaining detail is blocked from viewing. Please contact the Tax Department at (386)758-1077 for further information regarding this account.

Site Functions

Tax Search

- Local Business Tax
- Contact Us
- County Login
- Home

Exempt Amount	Taxable Value		
See Below	See Below		
<p>Exemption Detail</p> <p>09 15046</p> <p><u>Legal Description (click for full description)</u></p> <p>31-3S-17 0700/0700.41 Acres LOT 17 BLK 1 IDLEAWILE REF 1006-2492 THRU 1006-2500, SWD 1024-2054.</p>	<p>Millage Code</p> <p>001</p>		
Ad Valorem Taxes			
Taxing Authority	Rate	Assessed Value	Exemption Amount
CITY OF LAKE CITY	4.9000	15,046	15,046
BOARD OF COUNTY COMMISSIONERS	8.0150	15,046	15,046
COLUMBIA COUNTY SCHOOL BOARD			
DISCRETIONARY	0.7480	15,046	15,046
LOCAL	3.7810	15,046	15,046
CAPITAL OUTLAY	1.5000	15,046	15,046
SUWANNEE RIVER WATER MGT DIST	0.3696	15,046	15,046
LAKE SHORE HOSPITAL AUTHORITY	0.0001	15,046	15,046
Total Millage		19.3137	Total Taxes
Non-Ad Valorem Assessments			
Code	Levying Authority		
XLCF	CITY FIRE ASSESSMENT		
Total Assessme			
Taxes & Assessme			

Due to the status code assigned to this account, the remaining d viewing. Please contact the Tax Department at (386)758-1077 fo regarding this account.

**CODE ENFORCEMENT BOARD
OR SPECIAL MAGISTRATE**

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 2016-0000477

Respondent Julie Adams and John Prewitt JTWRS

Rescheduled from 12/10/20

NOTICE OF HEARING: You are hereby notified and commanded to appear before the Special magistrate- of Lake City, Florida on (day) Thursday, January 14, 2021 _____, at (time) 1:00 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2nd floor, Council Chambers, Lake City, Florida, at which time evidence and testimony will be presented to said Board concerning the violation. You have the right to examine all evidence and to cross-examine all witnesses, and to present evidence and testimony on your behalf concerning said violation.

Your failure to appear at the hearing may result in a civil fine being imposed on you for said violation(s) up to \$250.00 per day/per violation each day the violation continues.

****It is the RESPONSIBILITY of the RESPONDENT to schedule a Compliancy Inspection****

This case will not go before the Board if the violation(s) are brought into compliance in accordance with the Notice of Violation.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name Julie Adams and John Prewitt JTWRS Relationship owner

Date 12/4/20

Posted on property and at City Hall

Certified Mail, Return Receipt requested

First class mailing

Refused to sign, drop service

Jones, Beverly A

Print Name of Code Inspector



Signature of Code Inspector

NOTE: Minutes of the Code Enforcement Board Hearings are not transcribed verbatim. If you require a verbatim transcript, you must make arrangements for a court reporter or some other method of recording/transcribing.

CODE ENFORCEMENT- SPECIAL MAGISTRATE

NOTICE OF Violation

City of Lake City
 205 N Marion Ave.
 Lake City, Florida 32055
 386-719-5746

Case # 2016-00000497

In the name of Lake City, Florida, the undersigned Code Inspector certifies that he/she has reasonable grounds to believe and does believe that on/prior to the date below, the following violation(s) of the Codes of Lake City were violated at the property located at 331 NW GWEN LAKE AVE Parcel ID# 06085000:

REINSPECTION	Beverly A Jones	03/07/2018	2:00PM	Results <u>overgrown, property is a hazard, structure has been on fire twice, walls are block, dangerous as they may crumble, structure is open and not secure.</u>
INITIAL INSPECTION	BEVERLY JONES	12/12/2017	5:00PM	Results fail
REINSPECTION	BEVERLY JONES	11/16/2017	1:45PM	Results fail
REINSPECTION	BEVERLY JONES	10/25/2017	9:30AM	Results fail
INITIAL INSPECTION	BEVERLY JONES	08/30/2016	8:30AM	Results fail
REINSPECTION	BEVERLY JONES	08/30/2016	8:15AM	Results fail

Violation Code Violation Description Corrective Action

108.1	IPMC 108.1	Demolish and raze property and structure as no repairs have been made.
22-191	SECTION 22-191 PUBLIC NUISANCE	
22-191	SECTION 22-191 PUBLIC NUISANCE	
301.2	301.2 Responsibility	
301.3	301.3 Vacant structures and land.	
302.4	302.4 weeds	
304.1	304.1 General.	
304.1.1	304.1.1 Unsafe conditions	
304.4	304.4 Structural members	
304.6	304.6 Exterior walls	
304.7	304.7 Roofs and drainage.	

Violation Code Municipal Code

108.1	An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the <u>occupants</u> of the structure
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	by not providing minimum safeguards to protect or warn <u>occupants</u> in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
22-191	Public nuisances are defined in the definitions section of division 1 herein. When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by the minimum standards codes, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the city growth management director or his designee or the code enforcement board are authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined herein. These powers are hereby declared to be remedial and essential for the public interest and it is intended that such powers be liberally construed to effectuate the purposes stated herein.
301.2	The <u>owner</u> of the <u>premises</u> shall maintain the structures and <u>exterior property</u> in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as <u>owner-occupant</u> or permit another person to occupy <u>premises</u> which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. <u>Occupants</u> of a <u>dwelling unit</u> , <u>rooming unit</u> or <u>housekeeping unit</u> are responsible for keeping in a clean, sanitary and safe condition that part of the <u>dwelling unit</u> , <u>rooming unit</u> , <u>housekeeping unit</u> or <u>premises</u> which they occupy and control.
301.3	All vacant structures and <u>premises</u> thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
302.4	All <u>premises</u> and <u>exterior property</u> shall be maintained free from weeds or plant growth in excess of 12 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
304.1	The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
304.1.1	The following conditions shall be Determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects. 3. Structures or components thereof that have reached their limit state. 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.5.. 2. Demolition of unsafe conditions shall be permitted where approved by the code official.

304.4	All structural members shall be maintained free from <i>deterioration</i> , and shall be capable of safely supporting the imposed dead and live loads.
304.6	Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent <i>deterioration</i> .
304.7	The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or <i>deterioration</i> in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance

WARNING: This notice constitutes a warning to discontinue the above violation, and to bring the violation into compliance on or before the date listed below:

Type of Corrective Action	Due Date
WARNING NOTICE	10/15/2016
NOTICE OF VIOLATION	12/05/2016
NOTICE OF HEARING	12/08/2016
NOTICE OF VIOLATION	12/01/2017
NOTICE OF HEARING	10/08/2020
NOTICE OF VIOLATION	10/5/20

If the owner of property which is subject to an enforcement proceeding before the enforcement board, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

- (1) Disclose in writing the existence and the nature of the proceedings to the prospective transferee;
- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceedings received by the transferor;
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceedings;
- (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2) and (3) above before the transfer creates a rebuttal presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is heard.

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name ADAMS JULIE & JOHN MIGUEL PREWETT (JTWS) Relationship owner

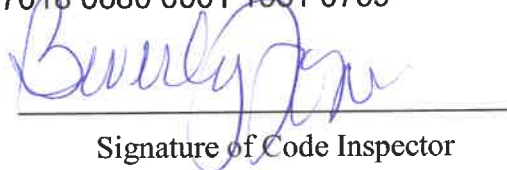
On date 9/18/20 time being _____ Personal Service

Posted on property and at City Hall

First class mailing

Refused to sign, drop service

Certified Mail, Return Receipt requested
7018 0680 0001 1581 0769



Print Name of Code Inspector

Signature of Code Inspector

0UD

B.

Case Data Sheet for case # 10-497

Parcel# 06085000
Address: 331 NW Quaker
Owner: Adams/Rewitt

Date of first inspection: 8/3/16

Notice of Violation sent: 8/3/16

2nd inspection date: See NOV

2nd NOV sent: _____

Notice of Hearing Sent: 11/20/20

Re-inspection: 12/8/20

Request abatement

**CODE ENFORCEMENT BOARD
OR SPECIAL MAGISTRATE**

City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 2017-00000497

Respondent **ADAMS JULIE & JOHN MIGUEL PREWETT (JTWRS)**

NOTICE OF HEARING: You are hereby notified and commanded to appear before the
Special magistrate- of Lake City, Florida on Thursday, OCTOBER 8, 2020, at (time) 1:00 PM.
The hearing will take place as A VIRTUAL MEETING,

<https://us02web.zoom.us/j/84817420449>
(346)248-7799 OR (888)788-0099 Toll-free
Meeting ID: 848 1742 0449#
Participant ID: PRESS THE # SYMBOL

At which time evidence and testimony will be presented to said Board concerning the violation.
You have the right to examine all evidence and to cross-examine all witnesses, and to present
evidence and testimony on your behalf concerning said violation.

Your failure to appear at the hearing may result in a civil fine being imposed on you for said
violation(s) up to \$250.00 per day/per violation each day the violation continues.

****It is the RESPONSIBILITY of the RESPONDENT to schedule a Compliancy Inspection****

I hereby certify that I delivered the foregoing notice to (Name of person and relationship):

Name **ADAMS JULIE & JOHN MIGUEL PREWETT (JTWRS)** Relationship owner

On date 9/18/20 time being _____ Personal Service

Posted on property and at City Hall

Certified Mail, Return Receipt requested

First class mailing

7018 0680 0001 1581 0769

Refused to sign, drop service

Print Name of Code Inspector

Signature of Code Inspector

NOTE: Minutes of the Code Enforcement Board Hearings are not transcribed
verbatim. If you require a verbatim transcript, you must make
arrangements for a court reporter or some other method of
recording/transcribing.

AFFIDAVIT OF NOTICE BY POSTING

STATE OF FLORIDA


COUNTY OF COLUMBIA

BEFORE ME, this day, 29th Day of December 2020, personally appeared, Beverly Jones, who, after being first duly sworn on oath, deposes and says:

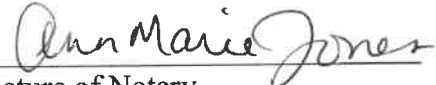
1. I am a Code Enforcement Inspector for the City of Lake City, Florida.

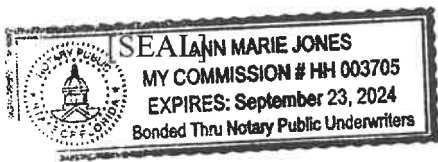
2. On the 29th Day of December 2020, I personally observed violations of City ordinances on real property located at: 311 nw Gwen Lake Dr, Lake City, Florida Parcel# 06085-000 (hereafter called "the property"). The violations I observed are documented in the Notice of Violation, a true and correct copy of which is attached.

3. On the 25th day of September 2020, I personally posted a copy of Notice of Violation and Hearing (a true and correct copy of which is attached) to the following person, at the following property location: 311 nw Gwen Lake Dr, Lake City, Florida Parcel# 06085-000, where the violation occurred and also posted said notices at 205 N. Marion Ave, Lake City, Fl. 32055-City Hall on the 29th Day of December 2020


Beverly Jones -Code Enforcement Inspector

SWORN TO AND SUBSCRIBED before me this 30 day of December 2020, by Beverly Jones who is personally known to me.


Signature of Notary
Ann Marie Jones



My Commission expires: September 23, 2024

Public Notice

APPLY FOR THE POSITION OF
OFFICE ASSISTANT

THE CITY OF
MAYAGUEZ

FOR MORE INFORMATION
PLEASE CONTACT THE
HUMAN RESOURCES DEPARTMENT
AT (787) 948-1234

APPLY ONLINE AT
WWW.CITYOFMAYAGUEZ.PR

FOR THE POSITION OF
OFFICE ASSISTANT

THE CITY OF
MAYAGUEZ

FOR MORE INFORMATION
PLEASE CONTACT THE
HUMAN RESOURCES DEPARTMENT
AT (787) 948-1234

APPLY ONLINE AT
WWW.CITYOFMAYAGUEZ.PR

ated against may file a complaint of
discrimination:
1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410

editions are obsolete

form HUD-928.1 (2/2001)

CODE ENFORCEMENT BOARD
OR SPECIAL MAGISTRATE
City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 2017-00000148

Respondent JOHNSTON, JAMES H III

NOTICE OF HEARING: You are hereby notified and commanded to appear before the
Special magistrate- of Lake City, Florida on (day) Thursday, January 14, 2021 _____
at (time) 1:00 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2nd floor,
Council Chambers, Lake City, Florida, at which time evidence and testimony will be presented
to said Board concerning the violation. You have the right to examine all evidence and to cross-
examine all witnesses, and to present evidence and testimony on your behalf concerning said
violation.

Your failure to appear at the hearing may result in a civil fine being imposed on you for said
violation.

CODE ENFORCEMENT BOARD
OR SPECIAL MAGISTRATE
City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 2016-497

Respondent Julie Adams/John Prewitt

NOTICE OF HEARING: You are hereby notified and commanded to appear before the
Special magistrate- of Lake City, Florida on (day) Thursday, January 14, 2021 _____
at (time) 1:00 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2nd floor,
Council Chambers, Lake City, Florida, at which time evidence and testimony will be presented
to said Board concerning the violation. You have the right to examine all evidence and to cross-
examine all witnesses, and to present evidence and testimony on your behalf concerning said
violation.

CODE ENFORCEMENT BOARD
OR SPECIAL MAGISTRATE
City of Lake City
205 N Marion Ave.
Lake City, Florida 32055

NOTICE OF HEARING

Case # 2018-473

Respondent Richardson, Jared and Shamida

NOTICE OF HEARING: You are hereby notified and commanded to appear before the
Special magistrate- of Lake City, Florida on (day) Thursday, January 14, 2021 _____
at (time) 1:00 PM. The hearing will take place at City Hall, 205 N Marion Ave., 2nd floor,
Council Chambers, Lake City, Florida, at which time evidence and testimony will be presented
to said Board concerning the violation. You have the right to examine all evidence and to cross-
examine all witnesses, and to present evidence and testimony on your behalf concerning said
violation.



71129/20



8/15/15



8/10/20



018116



9/18/20



9/18/20





