

Prepared by and Return to:  
Tiffany Douglas Pinkstaff, Esq.  
Office of General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF JACKSONVILLE,  
THE CITY OF ATLANTIC BEACH, THE CITY OF JACKSONVILLE BEACH,  
THE CITY OF NEPTUNE BEACH, AND THE TOWN OF BALDWIN  
FOR DISTRIBUTION OF OPIOID LITIGATION SETTLEMENT PROCEEDS**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Consolidated City of Jacksonville (“City of Jacksonville”) and each of the four municipalities, the City of Atlantic Beach, the City of Jacksonville Beach, the City of Neptune Beach and the Town of Baldwin (collectively “Municipalities”), and shall become effective upon filing with the Clerk of the Circuit and County Courts, as herein provided (“Effective Date”).

**WITNESSETH:**

**WHEREAS**, a national epidemic arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics and resulted in opioid overdoses and addictions throughout Duval County and the entire State of Florida (“Opioid Epidemic”); and

**WHEREAS**, the State of Florida filed an action pending in Pasco County, Florida, and a number of Florida cities and counties, including the City of Jacksonville, have also filed an action titled In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (“Opioid Litigation”), seeking damages resulting from the Opioid Epidemic; and

**WHEREAS**, proposed settlements have been developed to resolve certain claims brought in the Opioid Litigation; and

**WHEREAS**, the Attorney General for the State of Florida (“Attorney General”) anticipates that settlement funds arising out of the Opioid Litigation will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly distributed to the City of Jacksonville or the Municipalities; and

**WHEREAS**, the Florida Memorandum of Understanding a/k/a Florida Opioid Allocation and Statewide Response Agreement (“Florida Plan” attached hereto as Exhibit A) sets forth the framework for a unified plan between the State of Florida and local governments regarding the proposed allocation and use of Opioid Litigation settlement funds and divides the settlement funds into three funds: (1) the City/County fund; (2) the Regional Fund; and (3) the State Fund; and

**WHEREAS**, to receive its share of the Regional Fund (“Jacksonville Regional Funds” as defined herein), the City of Jacksonville must qualify as a “Qualified County” (as that term is defined in the Florida Plan); and

**WHEREAS**, the City of Jacksonville and the Municipalities recognize that it is in their best interests to enter into this Agreement in order to ensure that the City of Jacksonville qualifies as a “Qualified County” to receive the Jacksonville Regional Funds pursuant to the Florida Plan.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Authority.** This Agreement is entered into by the parties pursuant to the authority provided by Section 163.01, Florida Statutes.

3. **Definitions.** Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan.

4. **“Jacksonville Regional Funds.”** The term “Jacksonville Regional Funds” shall mean the amount of the Regional Funds remitted to the City of Jacksonville by the State of Florida in accordance with the Florida Plan provided that the City of Jacksonville qualifies as a Qualified County under the Florida Plan. The City acknowledges and agrees to take all steps needed to qualify as a Qualified County.

5. **Distribution of Jacksonville Regional Funds.** The parties agree that the received Jacksonville Regional Funds will be allocated to the City of Jacksonville and the Municipalities in accordance with the Adjusted Population Estimates for Florida Counties and Municipalities Used for State Revenue-Sharing Calculations as provided in the Local Government Financial Information Handbook current at the time of each settlement fund distribution. Distribution of said settlement funds by the City of Jacksonville to the Municipalities shall occur within forty-five (45) days from the date of receipt by the City of Jacksonville. By way of example, for the Fiscal Year 2021-22 State Revenue-Sharing Calculations, the 2020 Adjusted Population Estimates (less inmates) for Florida Counties and Municipalities found at Appendix A of the November 2021 Local Government Financial Information Handbook (pg. 276) were used as follows:

	April 1, 2020 Total Population	FY 2021/22 State Revenue-Sharing Percentages
Jacksonville	935,660	95.3306%
Jacksonville Beach	23,394	2.3835%
Atlantic Beach	13,824	1.4085%
Neptune Beach	7,193	0.7329%
Baldwin	1,419	0.1446%
TOTAL	981,490	100.0000%

6. **Section Headings.** All section headings used in this Agreement have been inserted for convenience only. Such section headings shall not be used in the interpretation or construction of the text of this Agreement.

7. **Construction.** The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as “Fortius Contra Proferentum” shall not be applied to the interpretation of this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for the distribution of Settlement Proceeds. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. All changes to, additions to, modification of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

9. **Counterparts.** This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of a counterpart by electronic means shall be valid and enforceable for all purposes.

**[Remainder of the page is intentionally left blank. Signature pages to immediately follow.]**

**IN WITNESS WHEREOF**, the City of Jacksonville, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

**ATTEST:**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
Name: James R. McCain, Jr.  
Title: Corporation Secretary

By: \_\_\_\_\_  
Name: Lenny Curry  
Title: Mayor

Form Approved:

\_\_\_\_\_  
Office of General Counsel

Resolution No. 22-55 - Exhibit A

IN WITNESS WHEREOF, the City of Atlantic Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF ATLANTIC BEACH

By: Donna L. Bartle  
Donna L. Bartle, City Clerk  
800 Seminole Road  
Atlantic Beach, Florida 32233

By: Ellen Glasser  
Ellen Glasser, Mayor  
Date: 9/12/22

Approved as to form and legal sufficiency:

Brenna M. Durden  
Brenna M. Durden, City Attorney

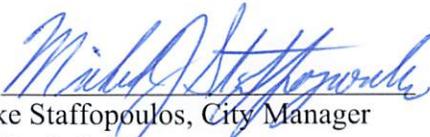
**IN WITNESS WHEREOF**, the City of Jacksonville Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

**ATTEST:**

**CITY OF JACKSONVILLE BEACH**

By:  Sheri Gosselein, City Clerk  
11 North 3rd Street  
Jacksonville Beach, Florida 32250  
*Jodilyn Byrd Deputy City Clerk for.*

By:  Christine Hoffman, Mayor  
11 North 3rd Street  
Jacksonville Beach, Florida 32250

By:  Mike Staffopoulos, City Manager  
11 North 3rd Street  
Jacksonville Beach, Florida 32250

Approved as to form and legal sufficiency:

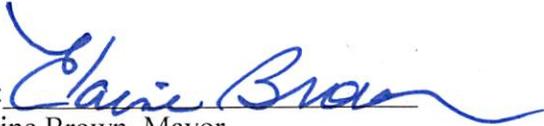
  
Sandra R. Robinson, City Attorney

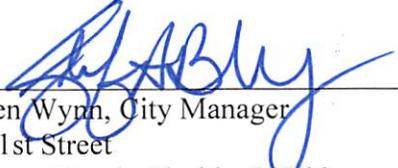
IN WITNESS WHEREOF, the City of Neptune Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF NEPTUNE BEACH

By:   
Catherine Ponson, City Clerk  
116 1st Street  
Neptune Beach, Florida 32266

By:   
Elaine Brown, Mayor  
116 1st Street  
Neptune Beach, Florida 32266

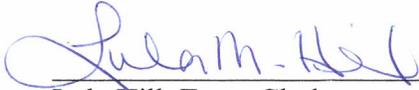
By:   
Stefen Wynn, City Manager  
116 1st Street  
Neptune Beach, Florida 32266

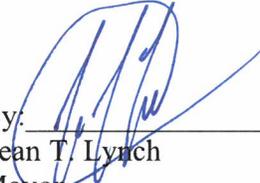


IN WITNESS WHEREOF, the Town of Baldwin, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

TOWN OF BALDWIN

  
\_\_\_\_\_  
Lula Hill, Town Clerk

  
By: \_\_\_\_\_  
Sean T. Lynch  
Mayor

Form Approved:

  
\_\_\_\_\_