

RESOLUTION NO. 2022-94

A RESOLUTION AUTHORIZING THE CITY OF CULLMAN TO JOIN THE STATE OF ALABAMA AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN CURRENT AND FUTURE OPIOID SETTLEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and the City of Cullman, Alabama.

WHEREAS, the City of Cullman has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers ("Opioid Litigation");

WHEREAS, the State of Alabama has entered into various Settlement Agreements and are likely to enter into additional agreements in the future which include the claims for the State of Alabama's local governments;

WHEREAS, the City of Cullman finds the terms of the current Settlement Agreements acceptable and in the best interest of the community and anticipates the terms of the future Settlement Agreements to be similarly acceptable;

WHEREAS, the State of Alabama has prepared and presented Settlement Sign-On Agreements to the local governments and the City of Cullman finds the terms of the Sign-On Agreement acceptable and in the best interest of the community;

WHEREAS, the current and future Settlement Agreements and Sign-On Agreements will detail the allocation of Settlement Funds, which the City of Cullman finds acceptable and in the best interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CULLMAN, ALABAMA,

Section 1. That the City of Cullman finds that the participation in the various Opioid Settlements, Settlement Agreements and Sign-On Agreement is in the best interest of the City of Cullman and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of Cullman hereby expresses its support for the Settlement of various Opioid claims and allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement.

Section 3. That the City of Cullman's Clerk ("City Clerk") is hereby expressly authorized to execute the Settlement Sign-On Agreements and the City Clerk is hereby authorized to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds.

Section 4. That the City Clerk is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Cullman's agreement to the settlement of claims and litigation related to the Opioid Epidemic.

Section 5. That the City Clerk is authorized to take such other action as necessary and appropriate to effectuate the City of Cullman's participation in any Settlement related to the Opioid Epidemic.

Section 6. This Resolution is effective upon adoption, the welfare of the City of Cullman, Alabama requiring it.

ADOPTED this the 25th day of July, 2022.

ATTEST: _____

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 **June 2, 2022** ("*Agreement*"), and acting through the undersigned authorized official, hereby elects to participate in the Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Execution Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning on or after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Circuit Court for Montgomery County, Alabama for purposes limited to that Court's role as provided in, and for resolving disputes to the extent provided in, the Agreement. The Governmental Entity likewise agrees to arbitrate disputes to the extent provided in the Agreement.
7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including, but not limited to, all provisions of Section V of the Agreement, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to

establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement 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 Agreement.

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

SIGN-ON

The undersigned, as a duly appointed representative of the City of Cullman, has read the attached Sign-On Agreement, understands its terms, and agrees to be bound by those terms.

Done, this the 25th day of July, 2022.

Title
City of Cullman

EXHIBIT B
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 April 1, 2022 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision or Special District as provided therein.
2. The Governmental Entity shall, within 30 days of the execution of this Settlement Participation Form, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions or Special Districts as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

SIGN-ON

The undersigned, as a duly appointed representative of the City of Cullman, has read the attached Sign-On Agreement, understands its terms, and agrees to be bound by those terms.

Done, this the 25th day of July, 2022.

Title
City of Cullman

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

Signature: _____

Name: _____

Title: _____

Date: _____