

Florida Subdivision Participation Form

Governmental Entity: Pinellas County	State: Florida
Authorized Signatory: Barry A. Burton, County Administrator	
Address 1: 315 Court Street	
Address 2:	
City, State, Zip: Clearwater, FL 33756	
Phone: (727) 464-3485	
Email: bburton@pinellascounty.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with Janssen, dated July 21, 2021 (“National Janssen Settlement”) acting through the undersigned authorized official, hereby elects to participate in the National 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 National Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Janssen Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Janssen Settlement or pursuant to terms consistent with the National Janssen Settlement.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in Florida. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity’s execution of this Participation Agreement shall serve as the Governmental Entity’s acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Janssen Settlement pertaining to Subdivisions as defined therein.
6. By agreeing to the terms of the National 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.

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 National Janssen Settlement.

12. Nothing herein is intended to modify in any way the terms of the National Janssen Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: 

Name: Barry A. Burton

Title: Pinellas County Administrator

Date: December 2, 2021

APPROVED AS TO FORM

By: Christy Donovan Pemberton
Office of the County Attorney

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The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”), dated July 21, 2021 (“National Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the National Distributor Settlement t, release all Released Claims against all Released Entities, and agrees as follows.


1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Distributor Settlement or pursuant to terms consistent with the National Distributor Settlement.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions representing 95% or more of the population (combined) of Litigating Subdivisions in Florida. Should the combined population of the Litigating Subdivisions in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity’s execution of this Participation Agreement shall serve as the Governmental Entity’s acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Distributor Settlement pertaining to Subdivisions as defined collectively therein.

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, 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 National Distributor Settlement.

13. Nothing herein is intended to modify in any way the terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: 
Name: Barry A. Burton
Title: Pinellas County Administrator
Date: December 2, 2021

APPROVED AS TO FORM

By: Christy Donovan Pemberton
Office of the County Attorney