

Assignment of City of Largo Funds from the McKinsey & Co., Inc National Prescription  
Opioid Consultant Litigation  
to the Pinellas County Miscellaneous Opioid Fund

This Assignment is hereby entered into this \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the City of Largo, a municipal corporation located in Pinellas County, Florida (the “Municipality”) and Pinellas County, Florida, a political subdivision of the State of Florida (the “County”) (collectively, the “Parties”).

Whereas, the State of Florida filed an action in Pasco County, Florida, and a number of Florida cities and counties, including Pinellas County, also filed actions *In re: McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*, Case No. 3:21-md-02996-CRB (N.D. California) (the “National Consultant Opioid Litigation”) and the Municipality was not a litigating participant in such Opioid Litigation; and

Whereas, the Settlement Agreement (“Agreement”) was made and entered into on September 26, 2023, by and between McKinsey & Company, Inc.; McKinsey Holdings, Inc.; McKinsey & Company, Inc. United States; and McKinsey & Company Inc. Washington, D.C.; and Settlement Class Counsel for Subdivisions; and

Whereas, the Agreement requires that the Compensatory Remediation Amount be used solely for approved purposes designed to abate the opioid epidemic, consistent with the prior settlements, *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (“MDL 2804”) and as set forth in Exhibit E (List of Opioid Remediation Uses), which is attached hereto as Exhibit A; and

Whereas, Exhibit A established a unified framework for the allocation and use of Opioid Funds received from the National Consultant Opioid Litigation for certain Approved Purposes (Opioid Funds and Approved Purpose(s) shall have the same meaning as provided in the Agreement); and

Whereas, separate payments of Opioid Funds were distributed directly to the Municipality and the County through the National Consultant Opioid Litigation Fund; and

Whereas, the Municipality determined that assigning its National Consultant Opioid Litigation funds to the County is in the best interest of the Municipality and its

citizens and authorized such assignment with Resolution No. 2306, adopted on September 21, 2021; and

Whereas, the Municipality continuing to receive a separate payment from the National Consultant Opioid Litigation Fund will require separate programs and reporting requirements by the Municipality which will be duplicative of those provided by the County; and

Whereas, the County currently provides, and will continue providing opioid abatement services on a county-wide basis serving both incorporated and unincorporated areas, including within the Municipality, which is an Approved Purpose for the use of Opioid Funds; and

Whereas, the Municipality and the County agree that combining the Municipality's current and future National Consultant Opioid Litigation Fund payments with the County's payments, to be used by the County for Approved Purposes provides the greatest benefit to the citizens of the Municipality and the County.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the Parties hereby agree as follows:

#### SECTION 1: RECITALS

The above recitals are true and correct and by reference incorporated herein.

#### SECTION 2: ASSIGNMENT OF FUNDS

The Municipality hereby assigns the National Consultant Opioid Litigation Funds received prior to the execution of this Assignment and to be received by the Municipality, through the National Consultant Opioid Litigation, to the County to be included in the County's Miscellaneous Opioid Fund to be used for Approved Purposes. The County agrees to accept the funds assigned by the Municipality and to use the funds for Approved Purposes and satisfy any reporting requirements pursuant to the Agreement.

Any Opioid Funds received by the Municipality prior to the effective date of this Assignment will be remitted by the Municipality, within thirty (30) days of the effective date of this Assignment, to the County for use, accounting and reporting pursuant to this

Assignment as if received directly from the McKinsey Subdivisions Settlement Administrator on behalf of the Municipality.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Assignment on the Effective Date.

THE CITY OF LARGO

PINELLAS COUNTY, FLORIDA

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John Curp,  
City Manager

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Barry A. Burton  
County Administrator

Attest:

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Diane Bruner,  
City Clerk

Approved as to Form:

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Sarah L. Johnston,  
City Attorney