

**AN EMERGENCY RESOLUTION AUTHORIZING AND DIRECTING
THE MAYOR AND PRESIDENT OF COUNCIL TO EXECUTE THE
SETTLEMENT PARTICIPATION FORM IN ORDER TO PARTICIPATE IN THE
DISTRIBUTOR SETTLEMENT**

WHEREAS, the opioid epidemic resulted in litigation against numerous drug manufactures for damages incurred as a result the opioid epidemic; and

WHEREAS, on July 21, 2021, a settlement was reached with distributors that provided for funds to be distributed to certain government entities for damages incurred as a result of the opioid epidemic; and

WHEREAS, Mayfield Village is eligible to receive certain funds through the Distributor settlement and in order to participate in the settlement is required to enter into a settlement participation form; and

WHEREAS, this Council finds it to be in the best interest of the health, safety and welfare of the Village of Mayfield to elect to participate in the Distributor settlement.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, that:

SECTION 1. Mayfield Village Council hereby authorizes and directs the Mayor and President of Council to enter into the Settlement Participation Form set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements, including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it is necessary for time sensitive litigation. It shall,

therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.




STEPHEN SCHUTT
Council President

First Reading: September 19, 2022

Second Reading: Suspended, 2022

Third Reading: Suspended, 2022

PASSED: September 19, 2022


BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:


DIANE A. CALTA, ESQ.,
Director of Law


ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

EXHIBIT K**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 July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, 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 Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference 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 Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor 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 Distributor 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 Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

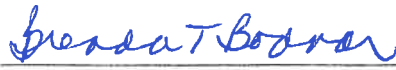
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along 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 Distributor Settlement 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 Distributor 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 Distributor Settlement.
10. In connection with the releases provided for in the Distributor 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, 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 Distributor Settlement.


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

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

Signature: 
Name: BRENDA T. BODNAR
Title: MAYOR
Date: September 19, 2022


STEPHEN SCHUTT
COUNCIL PRESIDENT
September 19, 2022

APPROVED AS TO FORM:


DIANE A. CALTA, ESQ.
LAW DIRECTOR

September 19, 2022