

First Reading: August 2, 2022
Second Reading: Dispensed

RESOLUTION 2022-082

AN EMERGENCY RESOLUTION TO ACCEPT THE TERMS OF THE DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT AND JANSSEN SETTLEMENT PARTICIPATION AGREEMENT PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND ESTABLISHING A SEPARATE ONEOHIO SPECIAL FUND UNDER R.C. §5705.09(F) TO RECEIVE SUCH ONEOHIO FUNDS

AN EMERGENCY RESOLUTION AUTHORIZING the Law Director to execute the DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “A” and the JANSSEN SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit “B” both of which are consistent with the material terms of the OneOhio Memorandum of Understanding approved under Resolution No. 2021-066.

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the Board of Trustees (“Board”) passed Resolution No. 2021-066 on August 12, 2021 accepting the terms of the OneOhio Subdivision settlement pursuant to the OneOhio Memorandum of Understanding (“MOU”) consistent with the terms of the July 21, 2021 National Opioid Agreement; and

WHEREAS, the State of Ohio reached an agreement in excess of \$800 million with the largest distributors of opioids in the State and developed the OneOhio plan to ensure that any money from a negotiated settlement is distributed fairly to the communities hit hardest by the opioid crisis; and

WHEREAS, the aforementioned settlement allocates 30% to local governments to which Sycamore Township, Hamilton County, Ohio is estimated to receive \$90,891.36 from the settlement; and

WHEREAS, before Sycamore Township, Hamilton County, Ohio, receives its portion from the state and/or county, the Auditor of State recommends that each participating

subdivision accepting the Funds provide by a written ordinance or resolution that its share of the OneOhio Funds shall be placed in a separate fund and used only for the approved purposes as set forth and required in the OneOhio MOU; and

WHEREAS, a special fund can be created under Ohio Rev. Code §5705.09(F) which does not require the Township to seek AOS approval for establishing such new fund; and

WHEREAS, the Ohio Attorney General has recommended the political subdivisions of the State of Ohio accept the Settlement; and

WHEREAS, the Law Director and the Administrator recommend that the Board vote to accept and execute the DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit "A" and the JANSSEN SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Sycamore Township, Hamilton County, Ohio by authority of its Limited Home Rule authority, that:

Section 1.

That the Board hereby accepts the DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit "A" and the JANSSEN SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit "B" on behalf of Sycamore Township, Hamilton County, Ohio, both of which are consistent with the materials terms of the OneOhio MOU approved via Resolution No. 2021-066 and authorizes the Law Director to execute the DISTRIBUTOR SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit "A" and the JANSSEN SETTLEMENT PARTICIPATION AGREEMENT attached as Exhibit "B". The Administrator and/or Law Director is hereby authorized to take all steps necessary to resolve these matters in accordance with the terms of the attached Settlement Participation Agreements.

Section 2.

That in order to receive the estimated \$90,891.36 from the above-referenced Ohio Opioid Settlement, that a special fund called the OneOhio Fund (Fund #15) be created pursuant Ohio Rev. Code §5705.09(F) which does not require the Township to seek AOS approval for establishing such new fund.

Section 3.

That the Township Fiscal Officer shall make certain that expenditures made from the Township's special OneOhio Fund comply with and meet the approved purposes definition of the OneOhio MOU as well as the Auditor of State Bulletin 2022-003 attached hereto as Exhibit "C" and that expenditures from such OneOhio Fund are approved via legislation adopted by the entity's legislative body explaining how the expenditure meets such approved purposes. Each expenditure from the special OneOhio Fund shall be carefully tracked and adequate documentation of the expenditure be maintained.

Section 4.

The Township finds and determines that all formal actions concerning and relating to the passage of this resolution were taken in open meeting and that all deliberations of the Township and any of its committees that resulted in formal action were taken in meetings open to the public and in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 5.

The Trustees of Sycamore Township, upon at least a majority vote, dispense with any requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

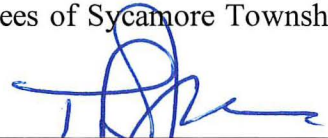
Section 6.

The resolution is hereby declared to be an emergency measure, pursuant to RC 504.11, necessary for the immediate preservation of the public peace, health, safety, or welfare of the residents of Sycamore Township.

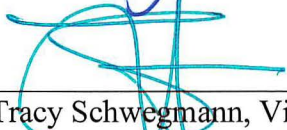
VOTE RECORD:

Mr. James Aye Ms. Schwegmann Aye Mr. Weidman Aye


Passed at a meeting of the Board of Township Trustees of Sycamore Township this 2nd day of August, 2022.



Thomas J. Weidman, Chairman



Tracy Schwegmann, Vice Chairman

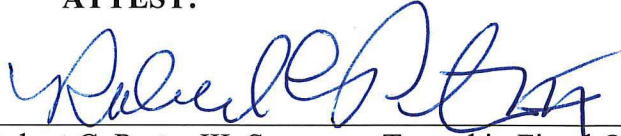


Thomas C. James Jr., Trustee

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Sycamore Township Fiscal Officer this 2nd day of August, 2022.

ATTEST:

A handwritten signature in blue ink, appearing to read "Robert C. Porter III", written over a horizontal line.

Robert C. Porter III, Sycamore Township Fiscal Officer

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "L. E. Barbieri", written over a horizontal line.

Lawrence E. Barbieri, Township Law Director

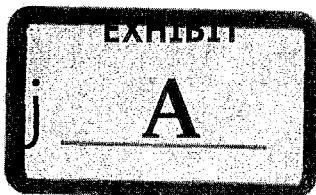
EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity: Sycamore Township	State: Ohio
Authorized Official: Tracy Kellums	
Address 1: 8540 Kenwood Road	
Address 2:	
City, State, Zip: Cincinnati, Ohio 45236	
Phone: 513-792-7257	
Email: tkellums@sycamoretownship.org	

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: Tracy Kellums

Title: Interim Administrator

Date: 7/28/2022

EXHIBIT K

Settlement Participation Form

Governmental Entity: Sycamore Township	State: Ohio
Authorized Official: Tracy Kellums	
Address I: 8540 Kenwood Road	
Address 2:	
City, State, Zip: Cincinnati, Ohio 45236	
Phone: 513-792-7257	
Email: tkellums@sycamoretownship.org	

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 ("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 as provided therein.
2. 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.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions 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.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releaser for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), 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 Releaser, provides for a release to the fullest extent of its authority. As a Releaser, 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 form whatsoever. The releases provided for in the Janssen 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 Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen 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 that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser 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 Releasers 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 Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

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

Signature:  _____

Name: Tracy Kellums

Title: Interim Administrator

Date: 7/28/2022

OHIO AUDITOR OF STATE KEITH FABER



**Auditor of State Bulletin
Bulletin 2022-003**

DATE ISSUED: March 10, 2022

TO: All County, City, Township, Village Officials and Independent Public Accountants

FROM: Keith Faber
Ohio Auditor of State

SUBJECT: OneOhio Opioid Settlement

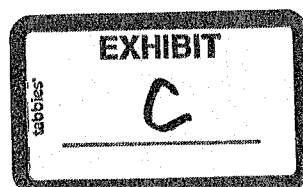
Ohio reached an \$808 million agreement with the three largest distributors of opioids. The state developed the OneOhio plan, a mechanism to ensure that any money from a negotiated settlement is distributed fairly to the communities hit hardest by the opioid crisis.

The settlement agreement allocates 30% to local governments (LG Share), 55% to a foundation that will distribute funds to projects, and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio. This bulletin will focus on the allocation of settlement proceeds provided directly to local governments in the LG Share.

The purpose of this bulletin is to emphasize the separate accountability and accounting guidance for the LG Share of the OneOhio Opioid Settlement Funds (OneOhio Funds).

Approved Uses of the Local Government Share

OneOhio Funds must be utilized in a manner consistent with the “Approved Purposes” definition in the OneOhio memorandum of understanding (MOU). According to the MOU, the Funds must be used for “evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers[.]”



Additionally, Exhibit A of the MOU sets forth agreed Ohio Opioid Abatement Strategies.

The Ohio Opioid Abatement Strategy includes three main components:

1. **Strategies for Community Recovery:** Included but not limited to prevention, treatment, recovery support and community recovery projects (examples include child welfare, law enforcement strategies and other infrastructure supports). These strategies have a hyper-local focus that allows communities to collaborate and expand necessary services to their community.
2. **Strategies for Statewide Innovation & Recovery:** Included but not limited to strategies included in Community Recovery Component but also projects that promote statewide change and regional development for prevention, treatment, recovery supports and community recovery (examples include regional treatment hubs, drug task forces, data collection and dissemination). This component also includes research and development to understand how to better serve individuals and families in Ohio.
3. **Strategies for Sustainability:** Ohio's addiction and mental health epidemic was not created overnight, and it will not go away immediately. By collaborating to share resources and knowledge, Ohio's state and local communities can build a sustainable financing strategy and infrastructure to reverse the damage that has been done and prevent future epidemics and crises.

The LG Share of the OneOhio Funds can also be used for past expenditures that are consistent with the approved purposes definition.

Accounting for the Local Government Share

Ohio Rev. Code §5705.09(F) requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law requires to be used for a particular purpose. Additionally, Ohio Rev. Code §5705.10(I) states that money paid into a fund must be used only for the purposes for which such fund is established.

Before the local government receives its portion from the state, the Auditor of State (AOS) recommends that each participating subdivision accepting the Funds provide by a written ordinance or resolution that the LG Share of the OneOhio Funds shall be placed in a separate fund and used only for the approved purposes as required by the OneOhio MOU. As the special fund is created under Ohio Rev. Code § 5705.09(F), local governments do not need to seek AOS approval for establishing this new fund.

AOS recommends that each participating subdivision accepting OneOhio Funds clearly document their rationale for each expenditure. This documentation is best provided by legislation adopted by the entity's legislative body explaining how the expenditure meets the approved purposes definition of the OneOhio MOU. To aid in our future audit work, we also ask that each expenditure be carefully tracked and adequate documentation of the expenditure be maintained.

For any expenditures previously made by a local government that are eligible for reimbursement with moneys from the LG Share, the local government must pass an ordinance or resolution that identifies

the prior expenditures and explains its determination that expenditures are for approved purposes consistent with the OneOhio MOU.

If local governments are using OneOhio Opioid Settlement dollars to reimburse expenditures from another fund, local governments have two options:

Reallocation method - Local governments should receipt the OneOhio Opioid Settlement dollars into the special revenue fund. If the original expenditure was made in the same fiscal year, the local government can reallocate the original expenditure from the original fund to the special revenue fund. Local governments should maintain documentation to support the reallocation. Local governments on the Uniform Accounting Network (UAN) system should refer to UAN for information on how to properly handle reallocations of expenditures in the UAN system. For guidance UAN provided to users to reallocate/reimburse receipts and expenditures using Coronavirus Relief Fund awards, click [here](#). Similar steps will apply to OneOhio Opioid Settlement dollars.

Invoice method - Local governments should receipt the OneOhio Opioid Settlement dollars into the special revenue fund. Management should prepare a detailed invoice documenting the fund that reported the original expenditure of allowable cost(s) (Original Fund), charge the invoice to the OneOhio Opioid Settlement Fund, and record a reduction of the appropriate expenditure if the reimbursement is within the same fiscal year as the original expenditure. Miscellaneous revenue may be a better choice if the reimbursement relates to a prior fiscal year. Some judgment may be needed to determine the best presentation of these amounts in each particular circumstance. Local governments should charge the appropriate functions/objects within the OneOhio Opioid Settlement Fund based on the billing received from the Original Fund. This method is most useful when the original expenditures were made in one year and receipt of the OneOhio Opioid dollars money didn't occur until the following year.

The AOS encourages recipients of OneOhio Funds to consult with their legal counsel as they plan to utilize the Funds.

Questions

This bulletin is not intended to answer all questions that local governments may have. AOS will continue to provide updated guidance.

If you have any questions regarding the information presented in the Bulletin, please contact the Center for Audit Excellence at the Auditor of State's Office at (800) 282-0370.



Keith Faber
Ohio Auditor of State