

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 071

By: Mayor Perciak and All Members of Council

A RESOLUTION CONSENTING TO THE TERMS OF THE DISCOUNT DRUG MART SETTLEMENT PARTICIPATION AGREEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT PARTICIPATION AGREEMENT FORM FOR THE DISCOUNT DRUG MART SETTLEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2018-033, this Council authorized the Mayor and Law Director to enter into a Special Counsel Agreement for professional legal services related to opioid litigation; and

WHEREAS, by and through Resolution No. 2018-139, Council declared the opioid epidemic and its resulting effects to be a public nuisance in the City of Strongsville, Ohio; and

WHEREAS, further, by and through previous Resolutions, the Council consented to the terms of settlements with various pharmaceutical companies through the City's participation in the State of Ohio OneOhio Memorandum of Understanding; and

WHEREAS, however, at this time, the City's Special Legal Counsel has finalized terms of a separate settlement with Discount Drug Mart; and

WHEREAS, this Council wishes to agree to the terms of the Discount Drug Mart Settlement Participation Agreement pertaining to Governmental Entities, in order that the City will be entitled to the benefits provided therein, including monetary payments.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That this Council hereby consents to the terms of the Discount Drug Mart Settlement Participation Agreement as stated above, pertaining to Governmental Entities on behalf of the City of Strongsville.

Section 2. That this Council hereby authorizes the Mayor to execute the *Discount Drug Mart Settlement Participation Agreement* form on behalf of the City of Strongsville, which is attached hereto as Exhibit "1" and incorporated herein.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to consent to the City's participation in the proposed Discount Drug Mart Participation Agreement, in order to protect the

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2026 - 071
Page 2

City's interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



President of Council

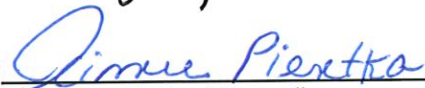
Date Passed: July 6, 2026

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
Clark	<u>✓</u>	_____
Kaminski	<u>✓</u>	_____
Kosek	<u>Absent</u>	_____
Roff	<u>Absent</u>	_____
Short	<u>✓</u>	_____
Zacharyasz	<u>✓</u>	_____

Approved: 

Mayor

Date Approved: July 6, 2026

Attest: 

Clerk of Council

RES
Ord. No. 2026-071 Amended: _____
1st Rdg. 07-06-26 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 07-06-26 Defeated: _____

EXHIBIT B to Discount Drug Mart Settlement Agreement

Discount Drug Mart Settlement Participation Agreement

Governmental Entity: City of Strongsville
State: Ohio
Authorized Official: Thomas P. Perclak, Mayor
Address 1: 16099 Foltz Parkway
Address 2:
City, State, Zip: Strongsville, OH 44149
Phone: 440-580-3145
Email: strongsville.law@strongsville.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 Discount Drug Mart Settlement Agreement (Exhibit D) and the Allocation Schedule (Exhibit C), and acting through the undersigned authorized official, hereby elects to participate in the Discount Drug Mart Settlement Agreement and release all Released Claims against all Released Entities,¹ and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Discount Drug Mart Settlement Agreement, understands all terms in the Discount Drug Mart Settlement Agreement, and agrees that by the Discount Drug Mart Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.

2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Discount Drug Mart Settlement Agreement pertaining to Releasors as defined therein.

4. The Governmental Entity has the right to enforce the Discount Drug Mart Settlement Agreement as provided therein.

5. The Governmental Entity, as a Party to the Discount Drug Mart Settlement Agreement, hereby becomes a Releasor for all purposes in the Discount Drug Mart Settlement Agreement, including but not limited to all provisions of Section 5 of the Discount Drug Mart Settlement

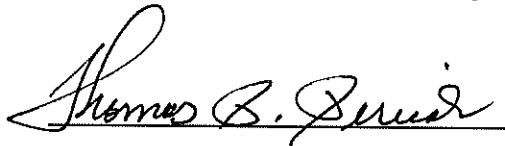
¹ Capitalized terms shall have the same meaning as in the Discount Drug Mart Settlement Agreement.

Agreement, and along with all departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, 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 Discount Drug Mart Settlement 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 Discount Drug Mart Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Discount Drug Mart Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Discount Drug Mart Settlement Agreement in any respect, the Discount Drug Mart Settlement Agreement controls.

IN WITNESS WHEREOF, this Discount Drug Mart Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed:



By:

Thomas P. Perciak

Its:

Mayor

Date:

July 6, 2026