



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, SEPTEMBER 22, 2025, 8:30 AM  
REGULAR SESSION, TUESDAY, SEPTEMBER 23, 2025, 5:30 PM  
327 N. Ashley Street - 2nd Floor

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance To The Flag**
- 4. Minutes For Approval**
  - a. Work Session - September 8, 2025 & Regular Session - September 9, 2025  
Recommended Action: Approve  
Documents:
- 5. For Consideration**
  - a. Opioid Litigation - Secondary Manufacturers  
Recommended Action: Option 1  
Documents:
  - b. Update of Budget and Equity Reserve Policy  
Recommended Action: Approve  
Documents:
- 6. Reports - County Manager**
- 7. Citizens Wishing To Be Heard - Please State Your Name and Address**
- 8. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Opioid Litigation - Secondary Manufacturers

DATE OF MEETING: September 23, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$-0-

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Acknowledgment and Agreement to be Bound by MOU and Settlement Participation Form

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HISTORY, FACTS AND ISSUES: A settlement agreement has been reached by several secondary opioid manufacturers (Alvogen, Inc., Apotex Corp., Amneal Pharmaceuticals LLC, Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatrix Inc. ("Mylan"), Sun Pharmaceuticals (USA) Inc., and Zydus Pharmaceuticals (USA) Inc.) to provide financial resources to combat the opioid epidemic across the United States. Special counsel for Lowndes County, Cale Conley, recommends Lowndes County participate in this settlement to receive funds to abate the opioid crisis.

To participate in this settlement and receive opioid funds from these secondary opioid manufacturers, Lowndes County must approve and agree to be bound by the State of Georgia and Local Governments Memorandum of Understanding (MOU) with Secondary Manufacturers and execute the Secondary Manufacturers' Combined Subdivision Participation and Release Form.

OPTIONS: 1. Approve and Authorize Chairman Slaughter to sign the attached Acknowledgment and Agreement to be Bound by MOU and Subdivision Participation and Release Form.  
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Finance

DEPARTMENT HEAD: Rachel Bowen

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**EXHIBIT K**

**Secondary Manufacturers’ Combined Subdivision Participation and Release Form**  
**(“Combined 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 each of the settlements which are listed in paragraph 1 below (each a “Secondary Manufacturer’s Settlement” and collectively, “the Secondary Manufacturers’ Settlements”), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers’ Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers’ Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers’ Settlements as a Participating Entity:
  - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
  - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
  - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
  - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
  - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
  - f. Settlement Agreement for Viatrix Inc. (“Mylan”) dated April 4, 2025.
  - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
  - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers’ Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers’ Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers’ Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers’ Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers’ Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.<sup>1</sup>
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,<sup>2</sup> and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether 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 each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

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<sup>1</sup> See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

<sup>2</sup> See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, 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 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 in each of the Secondary Manufacturers' Settlements, 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 each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Settlement Document**  
**Binding on State of Georgia When Executed by Georgia AG / Governor**

**State of Georgia and Local Governments: Memorandum of Understanding  
Concerning National Settlements with Alvogen, Inc., Amneal Pharmaceuticals LLC,  
Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc.  
("Mylan"), Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA)  
Inc.**

**Foreword**

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the "State"), and certain Georgia Local Government entities ("LGs") concerns the harms visited upon Georgia's citizens and the State itself by certain manufacturers, distributors, and pharmacies ("Opioid Defendants") of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the "National Distributor and J&J Settlements"). The State has since entered into settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., Walgreen Co., and The Kroger Co.

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia's citizens and the State itself in the opioid crisis (the "2022 MOU"). The State and participating LGs also entered into MOUs regarding the settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., Walgreen Co., and The Kroger Co.

On or about April 4, 2025, eight drug manufacturers, including **Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc. ("Mylan"), Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.** (together, "Third Wave Manufacturers") entered into Settlement Agreements with certain Settling States, governmental subdivisions, and other entities ("Third Wave Manufacturer Settlements"). The State of Georgia and LGs are eligible to join the Third Wave Manufacturer Settlements.

During May 2025, the State opted into the Third Wave Manufacturer Settlements. The LGs have until October 8, 2025, to opt in to the Third Wave Manufacturer Settlements.

## Settlement Document

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This Memorandum of Understanding ("Third Wave Memorandum" or "Third Wave MOU") aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Third Wave Manufacturer Settlements to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

#### I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. "Legislative Bar" means O.C.G.A. § 10-13B-1 *et seq.*
- b. "Local Government Opioid Funds" means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. "Opioid Funds" means the total monetary amounts obtained through the Third Wave Manufacturer Settlements as defined in this Third Wave MOU which are allocated to Georgia and its Participating Local Governments under the Third Wave Manufacturer Settlements.
- d. Third Wave Manufacturer Settlements means the settlement agreements dated April 4, 2025, for each of the Third Wave Manufacturers and available at <https://nationaiopioidsettlement.com/additional-settlements/>.
- e. "Parties" shall mean the State and the Participating Local Governments.
- f. "Participating Local Governments" shall mean:
  - (i.) all litigating subdivisions listed on Exhibits "C" of the Third Wave Manufacturer Settlements, and
  - (ii.) nonlitigating subdivisions listed on Exhibits "G" of the Third Wave Manufacturer Settlements that choose to sign on to the Third Wave Manufacturer Settlements and this Memorandum.
- g. "Released Entities" means the entities defined as such in the Third Wave Manufacturer Settlements.
- h. "State Opioid Funds" means the funds allocated to the State pursuant to



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Section II of this Memorandum.

- i. "Trust" means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. "Trustee" means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Third Wave Manufacturer Settlements and distributed pursuant to the Third Wave Manufacturer Settlements, with the following additional conditions:
  - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Third Wave Manufacturer Settlements in which the sheriff agreed to participate shall be allocated to that county's sheriff to be used for Approved Purposes;
  - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Subdivision listed in the Third Wave Manufacturer Settlements, at least 2% of the Opioid Funds paid to that county under the terms of the Third Wave Manufacturer Settlements in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
  - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Subdivision listed in the Third Wave Manufacturer Settlements, at least 1% of the Opioid Funds paid to that county under the terms of the Third Wave Manufacturer Settlements in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on

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September 10, 2018, or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Third Wave Manufacturer Settlements and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this Third Wave MOU.

- (i.) For purposes of the Regional Distribution under the Third Wave Manufacturer Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
- (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
- (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
- (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this Third Wave MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

**III. Funds to be used for Approved Purposes; Clawback and Recoupment**

- a. With the exception of administrative expenses as allowed under the Third Wave Manufacturer Settlements, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses

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may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.

- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Third Wave Manufacturer Settlements, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

**IV. Compliance and Reporting**

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of

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the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Third Wave Manufacturer Settlements.

- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV. for IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is

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pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

#### **V. Litigation Bar**

- a. All Parties expressly acknowledge that this Third Wave MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Third Wave Manufacturer Settlements are state-wide opioid settlements as that term is defined in O.C.G.A. § 10-13B-2(4).

#### **VI. Attorney's Fees; Costs and Expenses**

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

#### **VII. Future Agreements and Negotiations**

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Third Wave Manufacturer Settlements, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State

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shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Third Wave Manufacturer Settlements in the event such settlements are terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Third Wave Manufacturer Settlements.
- f. If less than 65% of the litigating LGs participate in the Third Wave Manufacturer Settlements, this Memorandum is voidable by the State.

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ATTACHED EXHIBITS:

EXHIBIT 1:           ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND  
                          TO MEMORANDUM OF UNDERSTANDING

**Settlement Document  
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**Settlement Document  
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**EXHIBIT 1**

**ACKNOWLEDGEMENT AND AGREEMENT  
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- CITY/COUNTY, GA has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc. ("Mylan"), Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc. and other related entities as defined in the Third Wave Manufacturer Settlements**
- The undersigned is a duly-appointed representative of CITY/COUNTY, GA, and has the authority to execute this document and bind CITY/COUNTY, GA to the Memorandum.
- CITY/COUNTY, GA is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implications of the Memorandum.
- The undersigned, on behalf of CITY/COUNTY, GA, understands and acknowledges the terms of the Memorandum, and CITY/COUNTY, GA agrees to be bound by its terms.
- No party is under duress or undue influence.

Signature:	_____
Name:	<u>Bill Slaughter</u>
Title:	<u>Chairman</u>
Date:	<u>09/23/2025</u>
Entity:	<u>Lowndes County, Georgia</u>

Designated Contact for Purposes of Section VIII.b:

Name:	<u>Rachel Bowen</u>
Title:	<u>Asst. Finance Director</u>
Address:	<u>327 North Ashley St Valdosta, GA 31601</u>
Email:	<u>rachel.bowen@lowndescounty.com</u>



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Update of Budget and Equity Reserve Policy

DATE OF MEETING: September 23, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Update of Budget and Equity Reserve Policy

HISTORY, FACTS AND ISSUES: Staff is requesting an update to the current Budget and Equity Reserve Policy to clarify recognition of revenues and expenditures/expenses in the proper periods. Lowndes County has experienced two major hurricanes in the last two years which have resulted in large expenditures prior to reimbursement through FEMA and GEMA. Under the existing revenue recognition policies, the County has been limited in what could be recognized in a prior year. Language is being added to the existing policy to further clarify recognition of revenues and expenditures/expenses. For the majority of items, the recognition period after year-end will extend to 90 days and for grants which include FEMA and GEMA, this period will extend to 150 days. This policy should be adopted to be effective for fiscal year 2025.

- OPTIONS: 1. Adopt the Updated Budget and Equity Reserve Policy Effective for Fiscal Year 2025.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## Lowndes County Board of Commissioners Budget and Equity Reserve Policy

The purpose of this policy is to provide general guidelines for the operations of the Finance Department relating to budgeting and equity reserves. The adoption of an operating budget is one of the County's most important activities and is subject to Georgia Code Section 36-81-7.

A budget calendar for the subsequent budget year shall be presented to the Board of Commissioners ~~prior to January 15 of each year~~ at the start of each budget cycle. The calendar shall include specific tasks required to prepare the budget and completion dates for those tasks.

The County will utilize a decentralized operating budget process. All departments and constitutional officers provide to the Finance Department requests for personnel, goods, capital, and services necessary to meet the operational objectives of the budget period. Each shall submit a budget for "current services," "expanded services," and "expanded service-not carried forward."

Special, one-time revenues shall be used to purchase non-recurring items and shall not be used to support the long-term operations. Special revenue funds are limited to the mandates of the funding source and are not to be used to subsidize other funds unless specifically allowable under the program regulations.

Annual budgets shall be adopted for the general fund, special revenue funds, enterprise funds, and debt service funds. Project budgets shall be adopted for capital project funds. Trust and agency funds achieve budgetary control through stipulations in the trust agreements; therefore, budgets are not adopted for these funds.

The budget for each fund must be balanced. Anticipated revenues and unreserved fund balance must equal or exceed anticipated expenditures.

It is the objective of the County to maintain an unreserved fund balance for the general fund to pay expenditures from unforeseen emergencies, for shortfalls caused by revenue declines and to eliminate any short-term borrowing for cash flow purposes. The County shall strive to maintain this unreserved fund balance at a level equivalent to ~~three month's~~ one quarter's expenditures (120 days).

Lowndes County  
Ref. No. 2000-0006-a  
December 13, 2000

~~Revision of Policy adopted Oct. 1996~~ Revised November 25, 2008 Revised September 23, 2025,  
effective for FY 2025

Budgets for governmental fund types will be adopted on a basis of generally accepted accounting principles except for the recognition of outstanding encumbrances. Revenues are budgeted when they become measurable and available and expenditures are charged against the budget when they become measurable, a liability has been incurred, and the liability will be liquidated with current resources. All outstanding encumbrances are charged as an expenditure to the budget appropriation in the year initially encumbered.

### Revenues and Expenditures/Expenses

- Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on an accrual basis when the exchange takes place. On the modified accrual basis, revenue is recognized in the year in which the resources are measurable and become available. Available means the resources will be collected within the current year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current year. For the County, available means expected to be received within ninety days after year end. Revenues from grants exchange transactions will be recognized as measurable up to one hundred and fifty days after year end.

- Nonexchange transactions, in which the County receives value without directly giving equal value in return, include property taxes, sales taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the year for which the taxes are levied. Revenue from sales taxes is recognized in the period in which the sales are made. Revenue from grants, entitlements, and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted; matching requirements, in which the County must provide local resources to be used for a specified purpose; and expenditure requirements, in which the resources are provided to the County on a reimbursement basis. On the modified accrual basis, revenue from nonexchange transactions must also be available before it can be recognized.

- Under the modified accrual basis, the following revenue sources are considered both measurable and available at year end: sales taxes, charges for services, fines and forfeitures, grants, interest, and rent.

Lowndes County  
Ref. No. 2000-0006-a  
December 13, 2000

~~Revision of Policy adopted Oct. 1996~~ Revised November 25, 2008 Revised September 23, 2025,  
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On an accrual basis, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable. Allocations of cost, such as depreciation and amortization, are not recognized in governmental funds.

All unencumbered appropriations lapse at year-end. However, the appropriation authority for major capital projects and capital assets carries forward automatically to the subsequent year. When these encumbrances become expenditures, they are charged to the subsequent year's revised budget. All other encumbered appropriations lapse at year-end and any of these orders that the County honors must be charged against the subsequent year's original budget.

The budget shall be adopted at the fund/department level. ~~Department directors shall have authority to transfer appropriations within the department subject to the approval of the Finance Director and the County Manager.~~ Any adjustment of salaries and benefits shall require approval of the Board of Commissioners.

The County shall include an amount in the general fund budget for unforeseen operating expenditures. This contingency appropriation shall be approximately 1.5% of the operating budget or \$350,000, whichever is less. ~~To finance this contingency, an equal amount of fund balance will be budgeted to fund the contingency.~~

The County shall maintain a system of budgetary control to ensure adherence to the budget. ~~\_\_\_ and shall prepare timely financial reports to compare actual and budget amounts. Encumbrances and available budgets shall also be included. These reports shall be distributed to department directors on a monthly basis.~~

The proposed budget shall be submitted to the Board of Commissioners for adoption prior to June 30 of each calendar year for the subsequent year. A copy of the proposed budget shall be made available to the public and, upon request, to the news media. An advertisement of the availability of the proposed budget and notice of a public hearing shall be placed as prescribed in Georgia Code Section 36-81-5. The public hearing shall be at least one week prior to the meeting at which the budget is to be adopted by the Board of Commissioners.

Lowndes County  
Ref. No. 2000-0006-a  
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