



**TOWN BOARD AGENDA  
REGULAR MEETING**

(All items listed for discussion and possible action)

**VIRTUAL MEETING**

**Thursday, November 18, 2021  
6:30 p.m.**

1. Call to Order
2. Roll Call of Board Members
3. Introduction and Appointment of Town Clerk/Treasurer
4. Audience Participation Period (limit 4 minutes per speaker)
5. Consent Agenda
  - a. Approval of Minutes – November 4, 2021
  - b. Financial Reports – October 2021
6. For Possible Action
  - a. Resolution 2021-09 A Resolution Approving the Memorandum of Understanding and Other Documents Related to the Colorado Opioids Settlement and Authorizing the Mayor to Execute Such Documents
  - b. Law Enforcement Agreement 2022
7. Reports
  - a. Mayor
  - b. Members of Town Board
  - c. Staff
8. Future Agenda Items
9. Adjournment

**STUDY SESSION - 2022 Proposed Budget**



**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 18, 2021

RE: Introduction and Appointment of Town Clerk/Treasurer

The Town received several resumes for the position of Town Clerk/Treasurer. After review of the resumes, Town Administrator Proctor interviewed five highly qualified candidates. After those interviews, Town Clerk Gallivan spoke to the top two and finally Trustee Finch and Mayor Jones, along with Town Administrator Proctor and Town Clerk Gallivan, interviewed the final two candidates.

We are excited to present Ms. Kristine Wilson, our recommendation for appointment as the new Town Clerk/Treasurer for the Town of Foxfield, to the Board of Trustees this evening. Ms. Wilson's resume is attached for your review. She has an extensive background with a wide variety of experience that we feel will help make her successful in this position. In addition, she has exceptional customer service skills and a strong desire to serve the community.

**RECOMMENDED MOTION:**

"I move to approve the appointment of Kristine Wilson as Town Clerk/Treasurer contingent upon the pending background check."

**ATTACHMENTS:**

**Exhibit A** – Kristine Wilson Resume

# KRISTINE WILSON

720-325-0197 | kristinewilson13@aol.com | Aurora, CO 80013

## ADMINISTRATIVE ASSISTANT

**PARTNERSHIP DEVELOPMENT | EXECUTIVE EVENT PLANNING | MARKETING & ADVERTISING**

Executive Assistant experienced in illustrating measurable accomplishments within the fields of campaign development and implementation, event coordination, internal & external partnership development, budget optimization, and appointment scheduling. Strategic thinker specializing in content creation and social media marketing utilizing customer relationship management to stimulate audience engagement increasing brand prestige and awareness. Experienced in preparing and maintaining large departmental operating budgets, calendars, reports, presentations, projects, transcribing minutes, effectively distributing information, preparing records, and files. Administrative specialist providing confidential office support to C-suite executives. Executive liaison with both internal and external business partners, solving complex problems, escalating unresolved issues and answering routine questions illustrating exemplary customer service.

### Core Competencies

- Administrative Assistance & Support
- Event Planning & Implementation
- External Partnership Development
- Content Creation
- Executive Conflict Resolution
- Strategic Planning & Analysis
- Customer Relationship Management
- Calendar Management
- Microsoft Office Suite
- Internal Communications
- Stakeholder Engagement
- Meeting Coordination

### Professional Experience

**PARAMOUNT TITLE COMPANY,** GREENWOOD VILLAGE, CO

**Examiner; 2021 – Present**

- Examines chain of title to underwriting stopping point; including determining requirements necessary to ensure marketable title, on-record and off-record exceptions to coverage, the status of legal access, and confirmation of an insurable legal description.
- Prioritize workload daily by due dates and internal/external customer requests.
- Review printout and contents of searchers file for accuracy; perform any additional searches for all documents affecting property according to standard underwriting searching guideline stopping points.
- Proof completed commitment and/or policy for content and accuracy.
- Deliver commitment and/or policy to necessary parties by the appropriate method of delivery based on required timeliness and customer preference.
- Request indemnity letters from previous insurers in the chain of title when needed.
- Maintain communication and working relationships with all customers, team members, and departments for file completion and customer satisfaction.
- Assure correct rates were applied to the file.
- Attend training for knowledge and skill opportunities.
- Attend department meetings to establish teamwork and gather technical and corporate information.
- Maintain and protect corporate security by applying cybersecurity practices in daily decision-making and processes.

**LAND TITLE GUARANTEE COMPANY;** GREENWOOD VILLAGE, CO

**Lead Residential Searcher; 2018 – 2020**

- Conduct comprehensive public records search, analysis, and evaluation of records relating to titles of homes, land, and buildings.
- Examine deeds, deeds of trust, liens, judgments, easements, and plats/maps to determine ownership, encumbrances, as well as verify legal descriptions of property.
- Perform patent searches by reviewing Grantor and Grantee films when necessary. Proficient in Map draw.

**CITY OF AURORA;** AURORA, CO

**Legal Secretary; 2017 – 2018**

- Performed routine secretarial duties related to the preparation and processing of legal documents for the Criminal Justice Division of the City Attorney's Office.

- Prepared a wide variety of legal documents including correspondence, discovery letters, writs, motions and amendments. Downloads and process for City Attorney's, Defendants and Conflict Council body worn cameras and 911 dispatch calls.
- Formulated, developed and maintained legal case filings.
- Efficiently and accurately filed legal documents and correspondence.
- Answered phone inquiries from defense attorneys, the general public and other and officials. Prepares and processes dockets, setting slips, personal service, and subpoenas.
- Maintained legal library. Performs additional duties as assigned.

**COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT; DENVER, CO****General Professional II, 2012 – 2017**

- Reconciled reimbursement applications submitted to the Petroleum Storage Tank Fund for petroleum remediation reimbursement, checking the application for completeness and accuracy.
- Verified that only allowable costs are reimbursed.
- Reconciled invoices submitted to ensure that the costs being reimbursed are included within the scope of the budget for the remediation for petroleum contamination.
- Organized the monthly Petroleum Storage Tank Committee meetings. Duties are comprised of preparing for the pre-committee meeting by reviewing each event site summary sheet for errors and policy and percent reduction accuracy.
- During pre-committee meeting taking notes regarding changes and updates to the event site summary sheets and make sure changes are completed before notification to applicants that their site is scheduled to be heard.
- Notified applicants and consultants their sites are scheduled to be heard and verify their attendance at the meeting. Create agenda, verify committee members attendance and prepare meeting packets for committee members and staff scheduled to attending the meeting.
- Aided with data requests received in the Records Center by running queries in Access to gather data requested when needed.
- Took an active role in assisting in the preparation of the Fund guidance document.

**SEAL FINANCIAL SERVICES; DENVER, CO****Administrative Assistant, 2008 – 2012**

- Delivered executive level administrative support to President and Operations Manager with a demonstrative ability to meet demanding deadlines.
- Processed all Long-Term Care applications, claims and reinstatement insurance paperwork as well as ran quotes and assisted agents with any queries or issues. Assisted clients with claims processes, billing issues and policy inquiries.
- Updated and maintained websites and Goldmine Sales database.
- Organized and directed client and prospect marketing mailings to stimulate client interest and sales leads.
- Designed and maintained various marketing and tracking spreadsheets. Internet research.
- Maintained and troubleshoot computer and office machines operational issues Ordered and tracked all office supplies.

**ATLANTIC COAST COTTON, GAINESVILLE, VA****Administrative / Marketing Assistant, 2006 – 2008**

- Managed department books, logging and maintaining coop and catalog spreadsheets. Liaison for outside sales representatives. Ran mail, fax and email lists for advertising specials.
- Managed initial catalog and custom imprinted catalog orders and mailings. Website maintenance. Created and updated web banner ads.
- Oversaw mill rebates and served as backup for customer service.
- Prepared and designed advertising copy and prepared mass mailings and maintained mailing list databases.
- Prepared listing packets. Researched and ordered marketing products. Data input and updated and maintained website.

**FIRST TRUST NATIONAL MORTGAGE; WARRENTON, VA****Executive Assistant, 2004**

- Pre-qualified prospective clients. Gathered loan documentation and locked in loan rates. Maintained vice presidents' calendar.
- Prepared marketing materials and mass mailings. Liaison for client, settlement attorneys and appraisers.
- Reviewed all appraisals and title binders.

**Education**

**CERTIFICATE IN PARALEGAL PROGRAM COMMUNITY COLLEGE OF AURORA - DENVER  
SAN DIEGO STATE UNIVERSITY - SAN DIEGO  
GROSSMONT COLLEGE EL CAJON - EL CAJON, CA**





## **MINUTES**

### **BOARD OF TRUSTEES MEETING**

**November 4, 2021**

#### **Call to Order/Roll Call**

The virtual meeting was called to order at 6:30 p.m. via Zoom.

The following Trustees were present: Amy Snell-Johnson, Debby Farreau, Josie Cockrell, and Mayor Jones. A quorum was present.

#### **Audience Participation**

Patrick Duffy, 7213 S. Buckley Street, asked why the exit gates needed tags to open. He also asked why the banners were still up.

#### **Consent Agenda**

Mayor Jones moved, seconded by Trustee Cockrell, to approve the following item on the Consent Agenda:

- a. Approval of Minutes – October 7, 2021

The motion passed by unanimous roll call vote.

#### **For Possible Action**

##### **Seventh Addendum to Agreement for Services with Terracare Associates**

The only substantial change from previous addendums is an approximate 3.5% rate increase. The Board asked that the snow removal authorization language be removed from the agreement.

Mayor Jones moved to approve the Seventh Addendum and 2022 Pricing Agreement with Terracare Associates with the following changes:

- On page 12, we will delete that snow removal services must be pre-authorized by the town, and we will also delete that within the actual agreement; and
- Under #4, to include and add that the thistle will be bagged as necessary.

Following a second by Trustee Farreau, the motion passed by unanimous roll call vote.

##### **Terracare Proposal for Open Space Cleanup**

The Board discussed options for proceeding with this project, whether to just have MHFD move forward with Areas 1 and 2 or also have the Town begin working in Area 3. Trustee Cockrell reported her research on permits potentially being required from the Army Corps of Engineers for the Town's portion of the work. It was agreed to table any action on the proposal until these questions have been researched.

##### **Vance Brothers Stop Bar Proposal**

Given the high cost of this proposal, Town Clerk Gallivan will research other contractors to install stop bars on the new pavement.

## **Reports**

### **Members of the Town Board**

Trustee Farreau suggested the Town hire a resident as a “gatekeeper”, paid by the hour to help when the gates are hit or need other minor maintenance. She also would like the Town to buy a supply of gate arms to keep on hand for replacement purposes. She suggested an RFP for a maintenance contract for the gates by a local vendor who would be able to perform maintenance quickly without high mileage charges.

Because the Richfield gate has been hit frequently, Trustee Farreau suggested a speed hump or rumble strips on the south side of the Richfield gate to remind drivers to slow down as they approach the entrance gate from the south. Trustee Snell-Johnson suggested magnetic flashers attached to the gate housing as a warning. Mayor Jones will research inexpensive video cameras that will send the feed to a cell phone. The Board discussed posting the times the gates are operational at the Fremont gates also, but decided it was not necessary. An additional time sign will be added to the sign at Richfield and Arapahoe.

### **Town Staff**

Town Administrator Proctor noted DGO would have to come out to adjust the clocks at the gates for the change to Mountain Standard Time.

### **Future Agenda Items**

- Open Space cleanup
- Open Space grant
- IGA for Arapahoe Road

### **Adjournment**

Mayor Jones adjourned the meeting at 7:46 p.m.

### **Study Session**

At 7:46 pm, Mayor Jones convened a Study Session to discuss the following:

- a. Proposed 2022 Budget

The Study Session was terminated at 8:02 pm.

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Randi Gallivan, Town Clerk

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Lisa Jones, Mayor

**Treasurer's Report**  
**October 2021**

|  | Credit          | Debit             | Balance           |
|--|-----------------|-------------------|-------------------|
| <b>1st Bank Checkbook Beginning Balance</b>      |                 |                   | <b>337,993.92</b> |
| <b><u>Deposits</u></b>                           |                 |                   |                   |
| Colo Interac - gate tags                         | 5.00            |                   |                   |
| Colo Interac - building permits                  | 1,137.34        |                   |                   |
| Colo Interac - gate tags                         | 16.00           |                   |                   |
| L. Danner - gate tags                            | 16.00           |                   |                   |
| Colo Interac - building permits                  | 461.28          |                   |                   |
| J. Lee - gate tags                               | 10.00           |                   |                   |
| CORE (IREA) - Q3 franchise fee                   | 6,980.71        |                   |                   |
| Colo Interac - building permits                  | 422.06          |                   |                   |
| Colo Interac - building permits                  | 742.30          |                   |                   |
| Arapahoe County - MV use tax                     | 0.38            |                   |                   |
| A. Galan - gate tag                              | 5.00            |                   |                   |
| D. Briar - gate tags                             | 16.00           |                   |                   |
| Colo Interac - gate tags                         | 8.00            |                   |                   |
|  | <b>9,820.07</b> |                   |                   |
| <b><u>Disbursements</u></b>                      |                 |                   |                   |
| Comcast - clerk internet/phone                   |                 | 157.55            |                   |
| IREA - 6805 S. Lewiston Way lights               |                 | 45.36             |                   |
| IREA - 6773 S. Lewiston Cir SP                   |                 | 21.60             |                   |
| IREA - Fremont gate electricity                  |                 | 42.16             |                   |
| Microsoft Online - email hosting                 |                 | 41.50             |                   |
| Vance Brotheers - road resurfacing               |                 | 296,486.80        |                   |
| Terracare Assoc - public works                   |                 | 740.00            |                   |
| Safebuilt - building, planning, code enforcement |                 | 2,737.97          |                   |
| ACSO - off-duty officers                         |                 | 1,170.00          |                   |
| AC Animal Control                                |                 | 65.00             |                   |
| EFTPS - federal payroll tax deposit              |                 | 2,931.01          |                   |
| State of Colorado DOR - Q3 payroll tax           |                 | 1,292.00          |                   |
| ACWWA - irrigation                               |                 | 227.86            |                   |
| GoDaddy - domain renewal                         |                 | 19.17             |                   |
| DoubleTree Greeley - CMCA Conference             |                 | 201.96            |                   |
| Caselle - monthly support                        |                 | 150.00            |                   |
| CORE - Richfield gate electricity                |                 | 65.91             |                   |
| Jeff Briar - October salary                      |                 | 300.14            |                   |
| M. Gallivan - October salary                     |                 | 2,958.27          |                   |
| K. Proctor - October salary                      |                 | 4,762.94          |                   |
| Kevin Sidel - municipal judge                    |                 | 250.00            |                   |
| Jeff Briar - sign battery                        |                 | 103.99            |                   |
| First Bank - CC fee                              |                 | 2.00              |                   |
|  |                 |                   |                   |
| <b>Total Disbursements</b>                       |                 | <b>314,773.19</b> |                   |
| <b>1st Bank Checkbook Ending Balance</b>         |                 |                   | <b>33,040.80</b>  |

**Treasurer's Report  
October 2021**

|   | Credit           | Debit       | Balance              |
|---|------------------|-------------|----------------------|
| <b>ColoTrust General Fund Beginning Balance</b>             |                  |             | <b>\$ 833,382.17</b> |
| <b>Deposits</b>   |                  |             |                      |
| Cigarette Tax   | 139.50           |             |                      |
| Sales Tax   | 52,425.93        |             |                      |
| Arapahoe County   | 1,155.95         |             |                      |
| Mineral Lease Distribution                                  | 0.00             |             |                      |
| Severance Tax   | 0.00             |             |                      |
| HUTF  | 3,430.33         |             |                      |
| Public Service  | 285.59           |             |                      |
| Interest Income   | 12.38            |             |                      |
| <b>Total Deposits</b>                                       | <b>57,449.68</b> |             |                      |
| <b>Disbursements</b>  |                  |             |                      |
| Transfer to First Bank                                      |                  | 0.00        |                      |
| <b>Total Disbursements</b>                                  |                  | <b>0.00</b> |                      |
| <b>ColoTrust General Fund Ending Balance</b>                |                  |             | <b>\$ 890,831.85</b> |
|   |                  |             |                      |
| <b>ColoTrust CTF Fund Beginning Balance (Lottery Money)</b> |                  |             | <b>\$ 37,048.71</b>  |
| <b>Deposits</b>   |                  |             |                      |
| CTF Funds   | 0.00             |             |                      |
| Interest Income   | 0.60             |             |                      |
| <b>Total CTF Deposits</b>                                   | <b>0.60</b>      |             |                      |
| <b>Disbursements</b>  |                  |             |                      |
| Transfer to General Fund                                    |                  | 0.00        |                      |
| <b>Total CTF Disbursements</b>                              |                  | <b>0.00</b> |                      |
| <b>ColoTrust CTF Fund Ending Balance</b>                    |                  |             | <b>\$ 37,049.31</b>  |
|   |                  |             |                      |
| <b>ColoTrust Open Space - Beginning Balance</b>             |                  |             | <b>\$ 186,893.89</b> |
| <b>Deposits</b>   |                  |             |                      |
| Arapahoe County Shareback                                   | 0.00             |             |                      |
| Interest Income   | 2.67             |             |                      |
| <b>Total Deposits</b>                                       | <b>2.67</b>      |             |                      |
| <b>Disbursements</b>  |                  |             |                      |
| Transfer to General Fund                                    |                  | 0.00        |                      |
| <b>Total Disbursements</b>                                  |                  | <b>0.00</b> |                      |
| <b>ColoTrust Open Space Ending Balance</b>                  |                  |             | <b>\$ 186,896.56</b> |
|   |                  |             |                      |
|   |                  |             |                      |
|   |                  |             |                      |

**Treasurer's Report**  
**October 2021**

|   | Credit      | Debit       | Balance             |
|---|-------------|-------------|---------------------|
| <b>ColoTrust Amer Rescue Plan - Beginning Balance</b> |             |             | <b>\$ 98,284.28</b> |
| <b>Deposits</b>                                       |             |             |                     |
| State of Colorado                                     | 0.00        |             |                     |
| Interest Income                                       | 1.38        |             |                     |
| <b>Total Deposits</b>                                 | <b>1.38</b> |             |                     |
| <b>Disbursements</b>                                  |             |             |                     |
| Transfer to General Fund                              |             | 0.00        |                     |
| <b>Total Disbursements</b>                            |             | <b>0.00</b> |                     |
| <b>ColoTrust Amer Rescue Plan Ending Balance</b>      |             |             | <b>\$ 98,285.66</b> |

TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2021

GENERAL FUND

ASSETS

|          |                                |            |
|----------|--------------------------------|------------|
| 10-10220 | CASH ON DEPOSIT - 1ST BANK     | 33,278.06  |
| 10-10310 | CASH - COUNTY TREASURER        | ( 118.61)  |
| 10-10410 | INVESTMENT ACCOUNT - COLOTRUST | 890,831.85 |
| 10-11500 | PROPERTY TAX RECEIVABLE        | 106.17     |
| 10-13110 | DUE FROM CTF                   | 8,347.47   |
| 10-13180 | DUE FROM OPEN SPACE FUND       | 5,400.00   |
| 10-13190 | DUE FROM ARP FUNDS             | 13,252.72  |

TOTAL ASSETS

951,097.66

LIABILITIES AND EQUITY

LIABILITIES

|          |                                |           |
|----------|--------------------------------|-----------|
| 10-20100 | ACCOUNTS PAYABLE               | ( 50.91)  |
| 10-21100 | PAYROLL PAYABLES               | ( .05)    |
| 10-21110 | PAYROLL TAXES PAYABLE          | 2,975.28  |
| 10-22000 | A.C. USE TAX PAYABLE           | 1,382.62  |
| 10-22210 | DEFERRED PROPERTY TAX          | 106.17    |
| 10-22420 | LAND USE ESCROW - WORSHAM GRAD | 61.87     |
| 10-22470 | LAND USE ESCROW - OLOL         | 191.84    |
| 10-22590 | LAND USE ESCROW - MILLER       | 260.19    |
| 10-22700 | LAND USE ESCROW - GARRETT      | 198.43    |
| 10-22720 | LAND USE ESCROW - B. JOHNSON   | ( 403.50) |
| 10-22730 | LAND USE ESCROW - JIN PAK      | 3,500.00  |
| 10-22765 | LAND USE ESCROW - SEEVERS      | 441.76    |
| 10-22770 | LAND USE ESCROW - JACKSON      | 2,537.00  |
| 10-22780 | LAND USE ESCROW - NORDELL      | 977.45    |
| 10-22785 | LAND USE ESCROW - VAUTIER      | 373.39    |
| 10-22800 | LAND USE ESCROW - HEARTLAND    | ( 287.94) |
| 10-22815 | LAND USE ESCROW - QDOBA        | 226.87    |
| 10-22820 | LAND USE ESCROW - SANITKHUM    | ( 460.86) |
| 10-22830 | LAND USE ESCROW - MILLER LOT C | 187.09    |
| 10-22840 | LAND USE ESCROW - MILLER GUEST | 196.06    |
| 10-22850 | LAND USE ESCROW - GONZALES     | 2,718.63  |
| 10-22860 | LAND USE ESCROW - MOR/FURBERG  | 50.85     |
| 10-22870 | LAND USE ESCROW - WAMBSGANSS   | ( 177.50) |
| 10-22880 | LAND USE ESCROW- C. JONES      | 717.77    |
| 10-22890 | LAND USE ESCROW - KAPPA CONSUL | 195.65    |
| 10-22900 | LAND USE ESCROW - BEHR         | 255.50    |
| 10-22910 | LAND USE ESCROW-WAMBSGANSS NEW | 883.38    |
| 10-22920 | LAND USE ESCROW - KUBALA       | ( 590.15) |
| 10-22930 | LAND USE ESCROW - MONTANO      | 200.00    |
| 10-22940 | LAND USE ESCROW - ALKAYALI     | 1,926.50  |

TOTAL LIABILITIES

18,593.39

FUND EQUITY

TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2021

GENERAL FUND

|          |                                 |               |            |            |
|----------|---------------------------------|---------------|------------|------------|
| 10-28970 | FUND BAL RESRVD-LAW ENFORCEMNT  |               | 21,000.00  |            |
|          | UNAPPROPRIATED FUND BALANCE:    |               |            |            |
| 10-29800 | FUND BALANCE - UNRESTRICTED     | 1,042,262.89  |            |            |
|          | REVENUE OVER EXPENDITURES - YTD | ( 130,758.62) |            |            |
|          |                                 |               |            |            |
|          | BALANCE - CURRENT DATE          |               | 911,504.27 |            |
|          |                                 |               |            |            |
|          | TOTAL FUND EQUITY               |               |            | 932,504.27 |
|          |                                 |               |            |            |
|          | TOTAL LIABILITIES AND EQUITY    |               |            | 951,097.66 |

TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2021

OPEN SPACE FUND

ASSETS

|              |                                |             |            |
|--------------|--------------------------------|-------------|------------|
| 22-10410     | INVESTMENT ACCOUNT - COLOTRUST | 186,896.56  |            |
| 22-13120     | DUE TO GENERAL FUND            | ( 5,400.00) |            |
| TOTAL ASSETS |                                |             | 181,496.56 |

LIABILITIES AND EQUITY

FUND EQUITY

|                              |                                 |            |            |
|------------------------------|---------------------------------|------------|------------|
| UNAPPROPRIATED FUND BALANCE: |                                 |            |            |
| 22-29800                     | FUND BALANCE                    | 163,766.64 |            |
|                              | REVENUE OVER EXPENDITURES - YTD | 17,729.92  |            |
| BALANCE - CURRENT DATE       |                                 | 181,496.56 |            |
| TOTAL FUND EQUITY            |                                 |            | 181,496.56 |
| TOTAL LIABILITIES AND EQUITY |                                 |            | 181,496.56 |



TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2021

AMERICAN RESCUE PLAN FUND

ASSETS

|          |                                |              |           |
|----------|--------------------------------|--------------|-----------|
| 23-10410 | INVESTMENT ACCOUNT - COLOTRUST | 98,285.66    |           |
| 23-13120 | DUE TO GENERAL FUND            | ( 13,252.72) |           |
|          | TOTAL ASSETS                   |              | 85,032.94 |

LIABILITIES AND EQUITY

FUND EQUITY

|                                 |           |           |           |
|---------------------------------|-----------|-----------|-----------|
| UNAPPROPRIATED FUND BALANCE:    |           |           |           |
| REVENUE OVER EXPENDITURES - YTD | 85,032.94 |           |           |
|                                 |           | 85,032.94 |           |
| BALANCE - CURRENT DATE          |           |           |           |
| TOTAL FUND EQUITY               |           |           | 85,032.94 |
| TOTAL LIABILITIES AND EQUITY    |           |           | 85,032.94 |

TOWN OF FOXFIELD  
BALANCE SHEET  
OCTOBER 31, 2021

CTF

ASSETS

|          |                                |           |           |
|----------|--------------------------------|-----------|-----------|
| 31-10410 | INVESTMENT ACCOUNT - COLOTRUST | 37,049.31 |           |
|          | TOTAL ASSETS                   |           | 37,049.31 |

LIABILITIES AND EQUITY

LIABILITIES

|          |                     |          |          |
|----------|---------------------|----------|----------|
| 31-23110 | DUE TO GENERAL FUND | 9,012.83 |          |
|          | TOTAL LIABILITIES   |          | 9,012.83 |

FUND EQUITY

|          |                                 |             |           |
|----------|---------------------------------|-------------|-----------|
|          | UNAPPROPRIATED FUND BALANCE:    |             |           |
| 31-29800 | FUND BALANCE                    | 29,985.95   |           |
|          | REVENUE OVER EXPENDITURES - YTD | ( 1,949.47) |           |
|          | BALANCE - CURRENT DATE          | 28,036.48   |           |
|          | TOTAL FUND EQUITY               |             | 28,036.48 |
|          | TOTAL LIABILITIES AND EQUITY    |             | 37,049.31 |

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

|  | PERIOD ACTUAL | YTD ACTUAL | BUDGET     | UNEARNED     | PCNT  |
|--|---------------|------------|------------|--------------|-------|
| <u>TAXES AND FRANCHISE FEES</u>          |               |            |            |              |       |
| 10-31-111 CURRENT PROPERTY TAX           | 92.87         | 113,174.53 | 113,281.00 | 106.47       | 99.9  |
| 10-31-121 SPECIFIC OWNERSHIP TAX         | 623.22        | 6,531.05   | 7,000.00   | 468.95       | 93.3  |
| 10-31-161 XCEL FRANCHISE FEE             | 285.59        | 7,645.64   | 6,750.00   | ( 895.64)    | 113.3 |
| 10-31-162 IREA FRANCHISE FEE             | 6,980.71      | 17,884.87  | 22,000.00  | 4,115.13     | 81.3  |
| 10-31-163 CABLE TELEVISION FEES          | .00           | 2,530.83   | 4,800.00   | 2,269.17     | 52.7  |
| 10-31-191 CURRENT PROPERTY TAX INTEREST  | 4.64          | 127.53     | 100.00     | ( 27.53)     | 127.5 |
| 10-31-192 DELINQUENT PROPERTY TAX        | 26.28         | 2,074.16   | .00        | ( 2,074.16)  | .0    |
| 10-31-193 DELINQUENT PROPERTY TAX INTRST | 1.75          | 510.87     | .00        | ( 510.87)    | .0    |
| 10-31-311 SALES TAX                      | 52,425.93     | 414,783.25 | 400,000.00 | ( 14,783.25) | 103.7 |
| 10-31-312 USE TAX                        | .38           | 38,515.03  | 13,500.00  | ( 25,015.03) | 285.3 |
| TOTAL TAXES AND FRANCHISE FEES           | 60,441.37     | 603,777.76 | 567,431.00 | ( 36,346.76) | 106.4 |
| <u>LICENSES AND PERMITS</u>              |               |            |            |              |       |
| 10-32-211 LIQUOR LICENSES                | .00           | 895.00     | 298.00     | ( 597.00)    | 300.3 |
| 10-32-215 BUSINESS LICENSES              | .00           | 277.50     | 385.00     | 107.50       | 72.1  |
| 10-32-219 COMMUNIQUE ADS                 | .00           | .00        | 350.00     | 350.00       | .0    |
| 10-32-221 BUILDING PERMITS               | 2,665.20      | 46,606.49  | 25,000.00  | ( 21,606.49) | 186.4 |
| 10-32-222 STREET CUT PERMITS/ROW         | .00           | 1,082.70   | 300.00     | ( 782.70)    | 360.9 |
| 10-32-223 GRADING PERMITS                | .00           | .00        | 150.00     | 150.00       | .0    |
| 10-32-224 ZONING REVIEW REVENUE          | .00           | 50.00      | 1,500.00   | 1,450.00     | 3.3   |
| 10-32-225 ENGINEERING REVIEW REVENUE     | .00           | 618.25     | 500.00     | ( 118.25)    | 123.7 |
| 10-32-226 DRIVEWAY PERMITS               | .00           | 250.00     | 250.00     | .00          | 100.0 |
| TOTAL LICENSES AND PERMITS               | 2,665.20      | 49,779.94  | 28,733.00  | ( 21,046.94) | 173.3 |

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

|   | PERIOD ACTUAL | YTD ACTUAL | BUDGET     | UNEARNED     | PCNT   |
|---|---------------|------------|------------|--------------|--------|
| <u>INTERGOVERNMENTAL</u>                |               |            |            |              |        |
| 10-33-321 MOTOR VEHICLE REGISTRATN FEES | 351.25        | 3,208.45   | 3,500.00   | 291.55       | 91.7   |
| 10-33-342 CIGARETTE TAX                 | 139.50        | 1,224.77   | 1,000.00   | ( 224.77)    | 122.5  |
| 10-33-350 SEVERANCE TAX                 | .00           | 20.17      | 400.00     | 379.83       | 5.0    |
| 10-33-352 HIGHWAY USER TAX              | 3,430.33      | 35,066.17  | 35,772.00  | 705.83       | 98.0   |
| 10-33-360 MINERAL LEASE                 | .00           | 156.79     | 133.00     | ( 23.79)     | 117.9  |
| 10-33-371 COUNTY ROAD/BRIDGE LEVY       | .00           | 4,901.17   | 6,367.00   | 1,465.83     | 77.0   |
| TOTAL INTERGOVERNMENTAL                 | 3,921.08      | 44,577.52  | 47,172.00  | 2,594.48     | 94.5   |
| <u>CHARGES FOR SERVICES</u>             |               |            |            |              |        |
| 10-35-510 TRAFFIC COURT REVENUES        | .00           | .00        | 2,500.00   | 2,500.00     | .0     |
| 10-35-540 CHARGEBACK ADMINISTRATION FEE | .00           | 18.75      | 500.00     | 481.25       | 3.8    |
| TOTAL CHARGES FOR SERVICES              | .00           | 18.75      | 3,000.00   | 2,981.25     | .6     |
| <u>MISCELLANEOUS</u>                    |               |            |            |              |        |
| 10-36-611 INTEREST EARNINGS             | 12.38         | 437.90     | 1,541.00   | 1,103.10     | 28.4   |
| 10-36-680 MISCELLANEOUS/OTHER INCOME    | 92.00         | 8,109.88   | 500.00     | ( 7,609.88)  | 1622.0 |
| TOTAL MISCELLANEOUS                     | 104.38        | 8,547.78   | 2,041.00   | ( 6,506.78)  | 418.8  |
| TOTAL FUND REVENUE                      | 67,132.03     | 706,701.75 | 648,377.00 | ( 58,324.75) | 109.0  |

TOWN OF FOXFIELD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

|                                      | PERIOD ACTUAL | YTD ACTUAL | BUDGET     | UNEXPENDED  | PCNT   |
|--------------------------------------|---------------|------------|------------|-------------|--------|
| <u>ADMINISTRATION</u>                |               |            |            |             |        |
| 10-41-110 PERSONNEL EXPENSES         | 10,211.60     | 108,876.45 | 134,246.00 | 25,369.55   | 81.1   |
| 10-41-116 PAYROLL TAXES              | 781.19        | 8,329.07   | 10,270.00  | 1,940.93    | 81.1   |
| 10-41-118 WORKERS COMPENSATION INS.  | .00           | 781.00     | 750.00     | ( 31.00)    | 104.1  |
| 10-41-120 SUPPLIES/MATERIALS         | 103.99        | 270.53     | 500.00     | 229.47      | 54.1   |
| 10-41-130 POSTAGE/BULK MAIL CHARGES  | .00           | 494.70     | 400.00     | ( 94.70)    | 123.7  |
| 10-41-140 PRINTING                   | .00           | .00        | 50.00      | 50.00       | .0     |
| 10-41-141 NEWSLETTER                 | .00           | .00        | 50.00      | 50.00       | .0     |
| 10-41-143 MUNICIPAL CODE SUPPLEMENTS | .00           | .00        | 1,500.00   | 1,500.00    | .0     |
| 10-41-145 LEGAL NOTICES              | .00           | 261.44     | 250.00     | ( 11.44)    | 104.6  |
| 10-41-148 RECORDING FEES             | .00           | .00        | 50.00      | 50.00       | .0     |
| 10-41-151 AUDIT                      | 20.00         | 5,020.00   | 7,000.00   | 1,980.00    | 71.7   |
| 10-41-152 LEGAL                      | .00           | 10,597.06  | 25,000.00  | 14,402.94   | 42.4   |
| 10-41-160 COUNTY TREASURER FEES      | 1.26          | 1,168.71   | 1,133.00   | ( 35.71)    | 103.2  |
| 10-41-170 COMMUNICATIONS/IT          | 319.17        | 1,744.41   | 2,800.00   | 1,055.59    | 62.3   |
| 10-41-171 TELEPHONE/INTERNET         | .00           | 1,059.47   | 1,600.00   | 540.53      | 66.2   |
| 10-41-172 E-MAIL SERVER              | .00           | 373.50     | 500.00     | 126.50      | 74.7   |
| 10-41-180 INSURANCE                  | .00           | 6,987.06   | 5,957.00   | ( 1,030.06) | 117.3  |
| 10-41-182 MEMBERSHIP/DUES/TRAINING   | 201.96        | 2,021.12   | 3,000.00   | 978.88      | 67.4   |
| 10-41-190 MISCELLANEOUS EXPENSE      | .00           | 6,751.25   | 150.00     | ( 6,601.25) | 4500.8 |
| 10-41-192 BANK SERVICE CHARGES       | 4.00          | 20.00      | 24.00      | 4.00        | 83.3   |
| TOTAL ADMINISTRATION                 | 11,643.17     | 154,755.77 | 195,230.00 | 40,474.23   | 79.3   |
| <u>JUDICIAL</u>                      |               |            |            |             |        |
| 10-44-211 MUNICIPAL JUDGE            | 250.00        | 2,500.00   | 3,000.00   | 500.00      | 83.3   |
| 10-44-220 COURT RELATED EXPENSES     | .00           | 1,566.28   | 6,000.00   | 4,433.72    | 26.1   |
| TOTAL JUDICIAL                       | 250.00        | 4,066.28   | 9,000.00   | 4,933.72    | 45.2   |

TOWN OF FOXFIELD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

GENERAL FUND

|  | PERIOD ACTUAL | YTD ACTUAL  | BUDGET     | UNEXPENDED  | PCNT    |
|--|---------------|-------------|------------|-------------|---------|
| <u>PUBLIC SAFETY</u>                     |               |             |            |             |         |
| 10-46-311 LAW ENFORCEMENT                | .00           | 112,934.60  | 113,281.00 | 346.40      | 99.7    |
| 10-46-314 OFF DUTY OFFICER PATROLS       | 1,170.00      | 3,217.50    | 10,000.00  | 6,782.50    | 32.2    |
| 10-46-400 ANIMAL CONTROL                 | 65.00         | 195.00      | 325.00     | 130.00      | 60.0    |
|  |               |             |            |             |         |
| TOTAL PUBLIC SAFETY                      | 1,235.00      | 116,347.10  | 123,606.00 | 7,258.90    | 94.1    |
| <u>PUBLIC WORKS</u>                      |               |             |            |             |         |
| 10-48-451 PLANNING                       | 442.50        | 3,600.00    | 5,000.00   | 1,400.00    | 72.0    |
| 10-48-452 ENGINEERING                    | .00           | 13,396.00   | 16,960.00  | 3,564.00    | 79.0    |
| 10-48-453 CODE ENFORCEMENT               | 1,095.00      | 7,665.00    | 10,000.00  | 2,335.00    | 76.7    |
| 10-48-454 SNOW REMOVAL                   | .00           | 26,894.25   | 20,000.00  | ( 6,894.25) | 134.5   |
| 10-48-455 ROW AND ISLAND MAINTENANCE     | .00           | 31,134.44   | 45,000.00  | 13,865.56   | 69.2    |
| 10-48-456 TRAFFIC CONTROL/SIGNAGE        | .00           | 2,975.94    | 1,500.00   | ( 1,475.94) | 198.4   |
| 10-48-457 BUILDING PERMIT EXPENSES       | 1,200.47      | 32,223.00   | 25,000.00  | ( 7,223.00) | 128.9   |
| 10-48-458 ST. CUT/ROW PERMIT EXPENSES    | .00           | ( 1,107.00) | 300.00     | 1,407.00    | (369.0) |
| 10-48-459 STREET LIGHTS                  | 128.56        | 956.48      | 1,200.00   | 243.52      | 79.7    |
| 10-48-460 ENGINEERING ROAD MAINTENANCE   | .00           | 7,765.70    | 6,000.00   | ( 1,765.70) | 129.4   |
| 10-48-461 GATE ELECTRICITY & MAINTENANCE | .00           | 13.55       | 5,000.00   | 4,986.45    | .3      |
| 10-48-500 COMM EVENTS (PARADE,DIRECTORY) | 740.00        | 6,474.37    | 5,000.00   | ( 1,474.37) | 129.5   |
| 10-48-600 STORAGE UNIT                   | .00           | 588.00      | 675.00     | 87.00       | 87.1    |
|  |               |             |            |             |         |
| TOTAL PUBLIC WORKS                       | 3,606.53      | 132,579.73  | 141,635.00 | 9,055.27    | 93.6    |

TOWN OF FOXFIELD  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

|                             |                               | GENERAL FUND  |               |               |               |         |
|-----------------------------|-------------------------------|---------------|---------------|---------------|---------------|---------|
|                             |                               | PERIOD ACTUAL | YTD ACTUAL    | BUDGET        | UNEXPENDED    | PCNT    |
| <u>CAPITAL EXPENDITURES</u> |                               |               |               |               |               |         |
| 10-58-800                   | CAPITAL EXP > \$5,000.00      | 296,486.80    | 429,711.49    | 467,437.00    | 37,725.51     | 91.9    |
|                             | TOTAL CAPITAL EXPENDITURES    | 296,486.80    | 429,711.49    | 467,437.00    | 37,725.51     | 91.9    |
|                             | TOTAL FUND EXPENDITURES       | 313,221.50    | 837,460.37    | 936,908.00    | 99,447.63     | 89.4    |
|                             | NET REVENUE OVER EXPENDITURES | ( 246,089.47) | ( 130,758.62) | ( 288,531.00) | ( 157,772.38) | ( 45.3) |

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

OPEN SPACE FUND

|  | PERIOD ACTUAL | YTD ACTUAL | BUDGET    | UNEXPENDED  | PCNT  |
|--|---------------|------------|-----------|-------------|-------|
| <u>REVENUES</u>                          |               |            |           |             |       |
| 22-30-130 ARAPAHOE CO OPEN SPACE DISTRIB | .00           | 23,058.52  | 19,000.00 | ( 4,058.52) | 121.4 |
| 22-30-611 INTEREST EARNINGS              | 2.67          | 71.40      | 1,100.00  | 1,028.60    | 6.5   |
| TOTAL REVENUES                           | 2.67          | 23,129.92  | 20,100.00 | ( 3,029.92) | 115.1 |
| TOTAL FUND REVENUE                       | 2.67          | 23,129.92  | 20,100.00 | ( 3,029.92) | 115.1 |
| <u>EXPENDITURES</u>                      |               |            |           |             |       |
| 22-40-511 MAINTENANCE                    | .00           | 5,400.00   | .00       | ( 5,400.00) | .0    |
| 22-40-620 IMPROVEMENTS                   | .00           | .00        | 3,400.00  | 3,400.00    | .0    |
| TOTAL EXPENDITURES                       | .00           | 5,400.00   | 3,400.00  | ( 2,000.00) | 158.8 |
| TOTAL FUND EXPENDITURES                  | .00           | 5,400.00   | 3,400.00  | ( 2,000.00) | 158.8 |
| NET REVENUE OVER EXPENDITURES            | 2.67          | 17,729.92  | 16,700.00 | ( 1,029.92) | 106.2 |



TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

AMERICAN RESCUE PLAN FUND

|           |                               | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED   | PCNT |
|-----------|-------------------------------|---------------|------------|--------|--------------|------|
|           | <u>REVENUE</u>                |               |            |        |              |      |
| 23-30-150 | AMERICAN RESCUE PLAN FUNDS    | .00           | 85,025.03  | .00    | ( 85,025.03) | .0   |
| 23-30-611 | INTEREST INCOME               | 1.38          | 7.91       | .00    | ( 7.91)      | .0   |
|           | TOTAL REVENUE                 | 1.38          | 85,032.94  | .00    | ( 85,032.94) | .0   |
|           | TOTAL FUND REVENUE            | 1.38          | 85,032.94  | .00    | ( 85,032.94) | .0   |
|           | NET REVENUE OVER EXPENDITURES | 1.38          | 85,032.94  | .00    | ( 85,032.94) | .0   |

TOWN OF FOXFIELD  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 10 MONTHS ENDING OCTOBER 31, 2021

|                     |                               | CTF           |             |             |             |         |
|---------------------|-------------------------------|---------------|-------------|-------------|-------------|---------|
|                     |                               | PERIOD ACTUAL | YTD ACTUAL  | BUDGET      | UNEXPENDED  | PCNT    |
| <u>REVENUES</u>     |                               |               |             |             |             |         |
| 31-30-611           | INTEREST EARNINGS             | .60           | 14.42       | 280.00      | 265.58      | 5.2     |
| 31-30-634           | CTF DISTRIBUTION              | .00           | 7,048.94    | 7,800.00    | 751.06      | 90.4    |
|                     | TOTAL REVENUES                | .60           | 7,063.36    | 8,080.00    | 1,016.64    | 87.4    |
|                     | TOTAL FUND REVENUE            | .60           | 7,063.36    | 8,080.00    | 1,016.64    | 87.4    |
| <u>EXPENDITURES</u> |                               |               |             |             |             |         |
| 31-40-550           | MAINTENANCE                   | 1,877.46      | 9,012.83    | 13,000.00   | 3,987.17    | 69.3    |
|                     | TOTAL EXPENDITURES            | 1,877.46      | 9,012.83    | 13,000.00   | 3,987.17    | 69.3    |
|                     | TOTAL FUND EXPENDITURES       | 1,877.46      | 9,012.83    | 13,000.00   | 3,987.17    | 69.3    |
|                     | NET REVENUE OVER EXPENDITURES | ( 1,876.86)   | ( 1,949.47) | ( 4,920.00) | ( 2,970.53) | ( 39.6) |



## MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 18, 2021

RE: Resolution 2021-09 A Resolution Approving the Memorandum of Understanding and Other Documents Related to the Colorado Opioids Settlement and Authorizing the Mayor to Execute Such Documents

### DISCUSSION:

Many states, including Colorado, and some Colorado local governments have pursued litigation against various pharmaceutical companies for their role in causing the opioid crisis. On Wednesday, July 21, 2021, several state attorneys general and the largest pharmaceutical distributors and manufacturers of opioids, Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson ("Settling Defendants"), agreed to terms proposed as part of nationwide settlement agreements. The settlements will provide funds to states and political subdivisions for abatement of the opioids epidemic and change the way that Settling Defendants conduct their business, including safeguards for distribution of opioids. The settlement agreements are available at the following link:

<https://nationalopioidsettlement.com/>

Colorado Attorney General Phil Weiser signed the Colorado Opioids Settlement Memorandum of Understanding ("MOU") on August 26, 2021. Although Colorado's local governments are currently being asked to participate in recent settlements with the "Big 3" Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements. The MOU establishes a framework for distributing and sharing the nearly \$400 million in opioids settlement proceeds throughout Colorado, specifically through a General Abatement Fund Council (as defined in the MOU), comprised of persons appointed by the State of Colorado and participating local governments.

Proceeds from the settlements include:

- \$300 million from Johnson & Johnson and the "Big 3" opioid distributors
- At least \$50 million from Purdue Pharma and the Sacklers
- \$25 million from Mallinckrodt

- \$10 million from McKinsey & Company

Each state receives a percentage of the recovery funds and Colorado's maximum share of the settlements will likely be more than \$300 million to be paid over a period of up to eighteen years.

To participate in the disbursement of funds, local governments must opt in by approving the MOU and executing settlement documents, including two participation forms and the Colorado Subdivision Escrow Agreement. Participation includes: (1) releasing future related claims against Settling Defendants if at least 95% of local governments participate in the settlement; and (2) limitations on the use of funds to defined Approved Purposes, including additional treatment for opioid misuse, interventions such as health care provider screening and non-profit outreach, opioid abatement research, and public education and corrective advertising. The amount of settlement funds disbursed will depend on the number of participating states and local governments pursuant to an incentive-based structure in the settlement agreements. Local government participants may allocate their share of the funds to the Regional Share for the Region where the participant is located. Such allocation allows the participant to forego otherwise-applicable reporting requirements, and the Region can then expend the funds for Approved Purposes pursuant to intergovernmental agreement.

The Colorado Attorney General has asked that local governments opt into the settlement, if they elect to participate, by completing, approving, signing, and submitting the following documents:

1. The MOU that establishes the allocation of opioid settlement proceeds in the State of Colorado;
2. The Settlement Participation Form that releases the City's legal claims against Johnson & Johnson;
3. The Settlement Participation Form that releases the City's legal claims against AmerisourceBergen, Cardinal Health, and McKesson; and
4. The Colorado Subdivision Escrow Agreement that ensures subdivisions' legal claims are released only when 95% participation by certain local governments has been reached ("Settlement Documents").

The proposed resolution approves the Settlement Documents and authorizes the Mayor to execute them. It also directs the Town's local government share be allocated to the Regional Share. Staff recommends the Board approve the proposed resolution allocating the Town's funds to the Regional Share as Arapahoe County has established prevention, education and recovery programs in place.

**RECOMMENDED MOTION:**

*"I move to approve Resolution 2021-09 Approving the Memorandum of Understanding and Other Documents Related to the Colorado Opioids Settlement and Authorizing the Mayor to Execute Such Documents"*

**ATTACHMENTS:**

**Exhibit A:** Resolution 2021-09 Approving the Memorandum of Understanding and Other Documents Related to the Colorado Opioids Settlement and Authorizing the Mayor to Execute Such Documents

**Exhibit B:** MOU FAQs

Trustee's Resolution

Resolution No. 09, Series 2021

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FOXFIELD  
APPROVING THE MEMORANDUM OF UNDERSTANDING AND OTHER DOCUMENTS  
RELATED TO THE COLORADO OPIOIDS SETTLEMENT AND AUTHORIZING THE MAYOR  
TO EXECUTE SUCH DOCUMENTS**

WHEREAS, the State of Colorado and several Colorado local governments have pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado; and

WHEREAS, the litigation has resulted in settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson; and

WHEREAS, by letter dated October 1, 2021, Attorney General Phil Weiser informed the Town of Foxfield ("Town") and other Colorado local governments that the Colorado Department of Law ("Department of Law") has come to an agreement with Colorado's local governments for distributing opioid settlement and recovery funds to counties and municipalities; and

WHEREAS, the settlement funds to be distributed to the State of Colorado and local governments will be used to abate the opioid crisis pursuant to the terms of a Memorandum of Understanding approved by the Colorado Attorney General on August 6, 2021; and

WHEREAS, the Department of Law has requested that the Town opt into the settlement and participate in distribution of settlement funds by approving the following documents:

1. The Colorado Opioids Settlement Memorandum of Understanding ("MOU") that establishes the allocation of opioid settlement funds in the State of Colorado;
2. The Settlement Participation Form that releases the Town's legal claims against Johnson & Johnson;
3. The Settlement Participation Form that releases the Town's legal claims against AmerisourceBergen, Cardinal Health, and McKesson; and
4. The Colorado Subdivision Escrow Agreement that ensures subdivisions' legal claims are released only when 95% participation by certain local governments has been reached (collectively, the "Settlement Documents"); and

WHEREAS, although Colorado's local governments are currently being asked to participate in recent settlements with the "Big 3" Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements; and

WHEREAS, the Town Board believes it is in the best interest of the Town to approve the Settlement Documents and allocate the Town's local government share to Arapahoe County to be used for services, programs and other purposes as set forth in Exhibit A to the MOU.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees for the Town of Foxfield, Colorado that:

Section 1. The Board hereby: (a) approves the Settlement Documents in substantially the form attached hereto as Attachments A through D and directs that its LG Share (as that term is defined in the MOU) be allocated to the Regional Share for the applicable Region; (b) authorizes the Mayor to execute the Settlement Documents on behalf of the Town; (c) authorizes the Mayor to execute such other documents as may be necessary or desirable to implement the settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, McKesson, and any other Opioid Settling Defendant (as that term is defined in the MOU) as may be requested by the Department of Law; and (d) authorizes the Mayor to execute such other documents as may be necessary or desirable to confirm that the Town has elected to forego its allocation of the LG Share (as that term is defined in the MOU) and direct its allocation to the Regional Share for the applicable Region.

Section 2. The Board hereby instructs the Mayor and Town Clerk to proceed, consistent with the request set forth in the October 1, 2021 correspondence from the Department of Law, to email or mail the executed Settlement Documents to the Colorado Municipal League at the following address:

Colorado Municipal League  
1144 N. Sherman St.  
Denver, CO 80203  
Email: [opiodsettlement@cml.org](mailto:opiodsettlement@cml.org)

Section 3. This Resolution shall be effective immediately.

Introduced, passed and adopted at the  
regular meeting of Board of Trustees this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021, by a vote of \_\_\_\_ yes \_\_\_\_ no.

(SEAL)

\_\_\_\_\_  
Lisa Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Randi Gallivan, CMC  
Town Clerk

\_\_\_\_\_  
Corey Y. Hoffmann, Town Attorney

**ATTACHMENTS TO RESOLUTION 09, SERIES 2021:**

- A. Colorado Opioids Settlement Memorandum of Understanding
- B. Settlement Participation Form (Johnson & Johnson)
- C. Settlement Participation Form (AmerisourceBergen, Cardinal Health, McKesson)
- D. Colorado Subdivision Escrow Agreement



**COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING  
("MOU")**

Thursday, August 26, 2021

August 25, 2021 Attorney General version

**A. Definitions**

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).<sup>1</sup>
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

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<sup>1</sup> For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

**B. Allocation of Settlement Proceeds**

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:<sup>2</sup>
  - a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;
  - b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;
  - c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and
  - d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

### **C. General Abatement Fund Council**

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

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<sup>2</sup> This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

- 3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.
- 4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:
  - a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
  - b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
  - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
  - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
  - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

#### **D. State Share**

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

#### **E. LG Share**

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,



all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

#### **F. Regional Share**

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
  - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
  - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
  - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
  - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
  - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
  - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
  - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
  - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
  - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
  - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
  - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,<sup>3</sup> regarding the alleged offending conduct and proposed remedial action; and
  - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
- e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

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<sup>3</sup> Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

**G. Statewide Infrastructure Share**

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
  - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
  - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
  - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
  - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
  - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

## **H. General Terms**

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.<sup>4</sup>
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

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<sup>4</sup> For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.



because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

#### **I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund**

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

| <b>Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population<sup>5</sup></b> | <b>Incentive Payment B Eligibility Percentage</b> |
|--|---|
| Up to 85%  | 0%  |
| 85%+   | 30%   |
| 86+  | 40%   |
| 91+  | 50%   |
| 95+  | 60%   |
| 99%+   | 95%   |
| 100%   | 100%  |

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

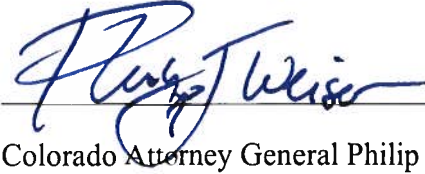
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
  - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
  - b. One (1) member appointed by CML from a litigating city;
  - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
  - d. One (1) member appointed by the Attorney General’s Office; and
  - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:

A handwritten signature in blue ink, reading "Philip J. Weiser", is written over a horizontal line.

Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by:

\_\_\_\_\_

Name & Title\_\_\_\_\_

On behalf of \_\_\_\_\_

# Exhibit A

# **POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES**

## **I. TREATMENT**

### **A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS**

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

## **B. INTERVENTION**

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.
8. Develop best practices on addressing OUD in the workplace.
9. Support assistance programs for health care providers with OUD.
10. Engage non-profits and faith community as a system to support outreach for treatment.

## **C. CRIMINAL-JUSTICE-INVOLVED PERSONS**

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.



2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
  - a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.
7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

**D. WOMEN WHO ARE OR MAY BECOME PREGNANT**

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

**E. PEOPLE IN TREATMENT AND RECOVERY**

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

**II. PREVENTION**

**F. PRESCRIBING PRACTICES**

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

- a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
6. Educating dispensers on appropriate opioid dispensing.

#### **G. MISUSE OF OPIOIDS**

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.
5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

#### **H. OVERDOSE DEATHS AND OTHER HARMS**

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Free naloxone for anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

### **III. ADDITIONAL AREAS**

#### **I. SERVICES FOR CHILDREN**

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

#### **J. FIRST RESPONDERS**

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase electronic prescribing to prevent diversion and forgery.

#### **K. COMMUNITY LEADERSHIP**

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

**L. STAFFING AND TRAINING**

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**M. RESEARCH**

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

**N. OTHER**

1. Administrative costs for any of the approved purposes on this list.

# Exhibit B

## Colorado Local Governments\*

| Government Name         | County           | Gov't Type    | Multi-County |
|-------------------------|------------------|---------------|--------------|
| <b>Adams County</b>     | <b>Adams</b>     | <b>County</b> |              |
| Arvada                  | Adams            | City          | 2 counties   |
| Aurora                  | Adams            | City          | 3 counties   |
| Bennett                 | Adams            | City          | 2 counties   |
| Brighton                | Adams            | City          | 2 counties   |
| Commerce City           | Adams            | City          |              |
| Federal Heights         | Adams            | City          |              |
| Lochbuie                | Adams            | City          | 2 counties   |
| Northglenn              | Adams            | City          | 2 counties   |
| Thornton                | Adams            | City          | 2 counties   |
| Westminster             | Adams            | City          | 2 counties   |
| <b>Alamosa County</b>   | <b>Alamosa</b>   | <b>County</b> |              |
| Alamosa                 | Alamosa          | City          |              |
| Hooper                  | Alamosa          | City          |              |
| <b>Arapahoe County</b>  | <b>Arapahoe</b>  | <b>County</b> |              |
| Aurora                  | Arapahoe         | City          | 3 counties   |
| Bennett                 | Arapahoe         | City          | 2 counties   |
| Bow Mar                 | Arapahoe         | City          | 2 counties   |
| Centennial              | Arapahoe         | City          |              |
| Cherry Hills Village    | Arapahoe         | City          |              |
| Columbine Valley        | Arapahoe         | City          |              |
| Deer Trail              | Arapahoe         | City          |              |
| Englewood               | Arapahoe         | City          |              |
| Foxfield                | Arapahoe         | City          |              |
| Glendale                | Arapahoe         | City          |              |
| Greenwood Village       | Arapahoe         | City          |              |
| Littleton               | Arapahoe         | City          | 3 counties   |
| Sheridan                | Arapahoe         | City          |              |
| <b>Archuleta County</b> | <b>Archuleta</b> | <b>County</b> |              |
| Pagosa Springs          | Archuleta        | City          |              |
| <b>Baca County</b>      | <b>Baca</b>      | <b>County</b> |              |
| Campo                   | Baca             | City          |              |
| Pritchett               | Baca             | City          |              |
| Springfield             | Baca             | City          |              |
| Two Buttes              | Baca             | City          |              |
| Vilas                   | Baca             | City          |              |
| Walsh                   | Baca             | City          |              |
| <b>Bent County</b>      | <b>Bent</b>      | <b>County</b> |              |
| Las Animas              | Bent             | City          |              |
| <b>Boulder County</b>   | <b>Boulder</b>   | <b>County</b> |              |
| Boulder                 | Boulder          | City          |              |
| Erie                    | Boulder          | City          | 2 counties   |
| Jamestown               | Boulder          | City          |              |
| Lafayette               | Boulder          | City          |              |

## Colorado Local Governments\*

| Government Name           | County             | Gov't Type         | Multi-County |
|---------------------------|--------------------|--------------------|--------------|
| Longmont                  | Boulder            | City               | 2 counties   |
| Louisville                | Boulder            | City               |              |
| Lyons                     | Boulder            | City               |              |
| Nederland                 | Boulder            | City               |              |
| Superior                  | Boulder            | City               | 2 counties   |
| Ward                      | Boulder            | City               |              |
| <b>Broomfield</b>         | <b>Broomfield</b>  | <b>City/County</b> |              |
| <b>Chaffee County</b>     | <b>Chaffee</b>     | <b>County</b>      |              |
| Buena Vista               | Chaffee            | City               |              |
| Poncha Springs            | Chaffee            | City               |              |
| Salida                    | Chaffee            | City               |              |
| <b>Cheyenne County</b>    | <b>Cheyenne</b>    | <b>County</b>      |              |
| Cheyenne Wells            | Cheyenne           | City               |              |
| Kit Carson                | Cheyenne           | City               |              |
| <b>Clear Creek County</b> | <b>Clear Creek</b> | <b>County</b>      |              |
| Central City              | Clear Creek        | City               | 2 counties   |
| Empire                    | Clear Creek        | City               |              |
| Georgetown                | Clear Creek        | City               |              |
| Idaho Springs             | Clear Creek        | City               |              |
| Silver Plume              | Clear Creek        | City               |              |
| <b>Conejos County</b>     | <b>Conejos</b>     | <b>County</b>      |              |
| Antonito                  | Conejos            | City               |              |
| La Jara                   | Conejos            | City               |              |
| Manassa                   | Conejos            | City               |              |
| Romeo                     | Conejos            | City               |              |
| Sanford                   | Conejos            | City               |              |
| <b>Costilla County</b>    | <b>Costilla</b>    | <b>County</b>      |              |
| Blanca                    | Costilla           | City               |              |
| San Luis                  | Costilla           | City               |              |
| <b>Crowley County</b>     | <b>Crowley</b>     | <b>County</b>      |              |
| Crowley                   | Crowley            | City               |              |
| Olney Springs             | Crowley            | City               |              |
| Ordway                    | Crowley            | City               |              |
| Sugar City                | Crowley            | City               |              |
| <b>Custer County</b>      | <b>Custer</b>      | <b>County</b>      |              |
| Silver Cliff              | Custer             | City               |              |
| Westcliffe                | Custer             | City               |              |
| <b>Delta County</b>       | <b>Delta</b>       | <b>County</b>      |              |
| Cedaredge                 | Delta              | City               |              |
| Crawford                  | Delta              | City               |              |
| Delta                     | Delta              | City               |              |
| Hotchkiss                 | Delta              | City               |              |
| Orchard City              | Delta              | City               |              |
| Paonia                    | Delta              | City               |              |



## Colorado Local Governments\*

| Government Name        | County          | Gov't Type         | Multi-County |
|------------------------|-----------------|--------------------|--------------|
| <b>Denver</b>          | <b>Denver</b>   | <b>City/County</b> |              |
| <b>Dolores County</b>  | <b>Dolores</b>  | <b>County</b>      |              |
| Dove Creek             | Dolores         | City               |              |
| Rico                   | Dolores         | City               |              |
| <b>Douglas County</b>  | <b>Douglas</b>  | <b>County</b>      |              |
| Aurora                 | Douglas         | City               | 3 counties   |
| Castle Pines           | Douglas         | City               |              |
| Castle Rock            | Douglas         | City               |              |
| Larkspur               | Douglas         | City               |              |
| Littleton              | Douglas         | City               | 3 counties   |
| Lone Tree              | Douglas         | City               |              |
| Parker                 | Douglas         | City               |              |
| <b>Eagle County</b>    | <b>Eagle</b>    | <b>County</b>      |              |
| Avon                   | Eagle           | City               |              |
| Basalt                 | Eagle           | City               | 2 counties   |
| Eagle                  | Eagle           | City               |              |
| Gypsum                 | Eagle           | City               |              |
| Minturn                | Eagle           | City               |              |
| Red Cliff              | Eagle           | City               |              |
| Vail                   | Eagle           | City               |              |
| <b>El Paso County</b>  | <b>El Paso</b>  | <b>County</b>      |              |
| Calhan                 | El Paso         | City               |              |
| Colorado Springs       | El Paso         | City               |              |
| Fountain               | El Paso         | City               |              |
| Green Mountain Falls   | El Paso         | City               | 2 counties   |
| Manitou Springs        | El Paso         | City               |              |
| Monument               | El Paso         | City               |              |
| Palmer Lake            | El Paso         | City               |              |
| Ramah                  | El Paso         | City               |              |
| <b>Elbert County</b>   | <b>Elbert</b>   | <b>County</b>      |              |
| Elizabeth              | Elbert          | City               |              |
| Kiowa                  | Elbert          | City               |              |
| Simla                  | Elbert          | City               |              |
| <b>Fremont County</b>  | <b>Fremont</b>  | <b>County</b>      |              |
| Brookside              | Fremont         | City               |              |
| Cañon City             | Fremont         | City               |              |
| Coal Creek             | Fremont         | City               |              |
| Florence               | Fremont         | City               |              |
| Rockvale               | Fremont         | City               |              |
| Williamsburg           | Fremont         | City               |              |
| <b>Garfield County</b> | <b>Garfield</b> | <b>County</b>      |              |
| Carbondale             | Garfield        | City               |              |
| Glenwood Springs       | Garfield        | City               |              |
| New Castle             | Garfield        | City               |              |

## Colorado Local Governments\*

| Government Name          | County            | Gov't Type    | Multi-County |
|--------------------------|-------------------|---------------|--------------|
| Parachute                | Garfield          | City          |              |
| Rifle                    | Garfield          | City          |              |
| Silt                     | Garfield          | City          |              |
| <b>Gilpin County</b>     | <b>Gilpin</b>     | <b>County</b> |              |
| Black Hawk               | Gilpin            | City          |              |
| Central City             | Gilpin            | City          | 2 counties   |
| <b>Grand County</b>      | <b>Grand</b>      | <b>County</b> |              |
| Fraser                   | Grand             | City          |              |
| Granby                   | Grand             | City          |              |
| Grand Lake               | Grand             | City          |              |
| Hot Sulphur Springs      | Grand             | City          |              |
| Kremmling                | Grand             | City          |              |
| Winter Park              | Grand             | City          |              |
| <b>Gunnison County</b>   | <b>Gunnison</b>   | <b>County</b> |              |
| Crested Butte            | Gunnison          | City          |              |
| Gunnison                 | Gunnison          | City          |              |
| Marble                   | Gunnison          | City          |              |
| Mount Crested Butte      | Gunnison          | City          |              |
| Pitkin                   | Gunnison          | City          |              |
| <b>Hinsdale County</b>   | <b>Hinsdale</b>   | <b>County</b> |              |
| Lake City                | Hinsdale          | City          |              |
| <b>Huerfano County</b>   | <b>Huerfano</b>   | <b>County</b> |              |
| La Veta                  | Huerfano          | City          |              |
| Walsenburg               | Huerfano          | City          |              |
| <b>Jackson County</b>    | <b>Jackson</b>    | <b>County</b> |              |
| Walden                   | Jackson           | City          |              |
| <b>Jefferson County</b>  | <b>Jefferson</b>  | <b>County</b> |              |
| Arvada                   | Jefferson         | City          | 2 counties   |
| Bow Mar                  | Jefferson         | City          | 2 counties   |
| Edgewater                | Jefferson         | City          |              |
| Golden                   | Jefferson         | City          |              |
| Lakeside                 | Jefferson         | City          |              |
| Lakewood                 | Jefferson         | City          |              |
| Littleton                | Jefferson         | City          | 3 counties   |
| Morrison                 | Jefferson         | City          |              |
| Mountain View            | Jefferson         | City          |              |
| Superior                 | Jefferson         | City          | 2 counties   |
| Westminster              | Jefferson         | City          | 2 counties   |
| Wheat Ridge              | Jefferson         | City          |              |
| <b>Kiowa County</b>      | <b>Kiowa</b>      | <b>County</b> |              |
| Eads                     | Kiowa             | City          |              |
| Haswell                  | Kiowa             | City          |              |
| Sheridan Lake            | Kiowa             | City          |              |
| <b>Kit Carson County</b> | <b>Kit Carson</b> | <b>County</b> |              |

## Colorado Local Governments\*

| Government Name          | County            | Gov't Type    | Multi-County |
|--------------------------|-------------------|---------------|--------------|
| Bethune                  | Kit Carson        | City          |              |
| Burlington               | Kit Carson        | City          |              |
| Flagler                  | Kit Carson        | City          |              |
| Seibert                  | Kit Carson        | City          |              |
| Stratton                 | Kit Carson        | City          |              |
| Vona                     | Kit Carson        | City          |              |
| <b>La Plata County</b>   | <b>La Plata</b>   | <b>County</b> |              |
| Bayfield                 | La Plata          | City          |              |
| Durango                  | La Plata          | City          |              |
| Ignacio                  | La Plata          | City          |              |
| <b>Lake County</b>       | <b>Lake</b>       | <b>County</b> |              |
| Leadville                | Lake              | City          |              |
| <b>Larimer County</b>    | <b>Larimer</b>    | <b>County</b> |              |
| Berthoud                 | Larimer           | City          | 2 counties   |
| Estes Park               | Larimer           | City          |              |
| Fort Collins             | Larimer           | City          |              |
| Johnstown                | Larimer           | City          | 2 counties   |
| Loveland                 | Larimer           | City          |              |
| Timnath                  | Larimer           | City          | 2 counties   |
| Wellington               | Larimer           | City          |              |
| Windsor                  | Larimer           | City          | 2 counties   |
| <b>Las Animas County</b> | <b>Las Animas</b> | <b>County</b> |              |
| Aguilar                  | Las Animas        | City          |              |
| Branson                  | Las Animas        | City          |              |
| Cokedale                 | Las Animas        | City          |              |
| Kim                      | Las Animas        | City          |              |
| Starkville               | Las Animas        | City          |              |
| Trinidad                 | Las Animas        | City          |              |
| <b>Lincoln County</b>    | <b>Lincoln</b>    | <b>County</b> |              |
| Arriba                   | Lincoln           | City          |              |
| Genoa                    | Lincoln           | City          |              |
| Hugo                     | Lincoln           | City          |              |
| Limon                    | Lincoln           | City          |              |
| <b>Logan County</b>      | <b>Logan</b>      | <b>County</b> |              |
| Crook                    | Logan             | City          |              |
| Fleming                  | Logan             | City          |              |
| Iliff                    | Logan             | City          |              |
| Merino                   | Logan             | City          |              |
| Peetz                    | Logan             | City          |              |
| Sterling                 | Logan             | City          |              |
| <b>Mesa County</b>       | <b>Mesa</b>       | <b>County</b> |              |
| Collbran                 | Mesa              | City          |              |
| De Beque                 | Mesa              | City          |              |
| Fruita                   | Mesa              | City          |              |

## Colorado Local Governments\*

| Government Name         | County           | Gov't Type    | Multi-County |
|-------------------------|------------------|---------------|--------------|
| Grand Junction          | Mesa             | City          |              |
| Palisade                | Mesa             | City          |              |
| <b>Mineral County</b>   | <b>Mineral</b>   | <b>County</b> |              |
| City of Creede          | Mineral          | City          |              |
| <b>Moffat County</b>    | <b>Moffat</b>    | <b>County</b> |              |
| Craig                   | Moffat           | City          |              |
| Dinosaur                | Moffat           | City          |              |
| <b>Montezuma County</b> | <b>Montezuma</b> | <b>County</b> |              |
| Cortez                  | Montezuma        | City          |              |
| Dolores                 | Montezuma        | City          |              |
| Mancos                  | Montezuma        | City          |              |
| <b>Montrose County</b>  | <b>Montrose</b>  | <b>County</b> |              |
| Montrose                | Montrose         | City          |              |
| Naturita                | Montrose         | City          |              |
| Nucla                   | Montrose         | City          |              |
| Olathe                  | Montrose         | City          |              |
| <b>Morgan County</b>    | <b>Morgan</b>    | <b>County</b> |              |
| Brush                   | Morgan           | City          |              |
| Fort Morgan             | Morgan           | City          |              |
| Hillrose                | Morgan           | City          |              |
| Log Lane Village        | Morgan           | City          |              |
| Wiggins                 | Morgan           | City          |              |
| <b>Otero County</b>     | <b>Otero</b>     | <b>County</b> |              |
| Cheraw                  | Otero            | City          |              |
| Fowler                  | Otero            | City          |              |
| La Junta                | Otero            | City          |              |
| Manzanola               | Otero            | City          |              |
| Rocky Ford              | Otero            | City          |              |
| Swink                   | Otero            | City          |              |
| <b>Ouray County</b>     | <b>Ouray</b>     | <b>County</b> |              |
| Ouray                   | Ouray            | City          |              |
| Ridgway                 | Ouray            | City          |              |
| <b>Park County</b>      | <b>Park</b>      | <b>County</b> |              |
| Alma                    | Park             | City          |              |
| Fairplay                | Park             | City          |              |
| <b>Phillips County</b>  | <b>Phillips</b>  | <b>County</b> |              |
| Haxtun                  | Phillips         | City          |              |
| Holyoke                 | Phillips         | City          |              |
| Paoli                   | Phillips         | City          |              |
| <b>Pitkin County</b>    | <b>Pitkin</b>    | <b>County</b> |              |
| Aspen                   | Pitkin           | City          |              |
| Basalt                  | Pitkin           | City          | 2 counties   |
| Snowmass Village        | Pitkin           | City          |              |
| <b>Prowers County</b>   | <b>Prowers</b>   | <b>County</b> |              |

## Colorado Local Governments\*

| Government Name          | County            | Gov't Type    | Multi-County |
|--------------------------|-------------------|---------------|--------------|
| Granada                  | Prowers           | City          |              |
| Hartman                  | Prowers           | City          |              |
| Holly                    | Prowers           | City          |              |
| Lamar                    | Prowers           | City          |              |
| Wiley                    | Prowers           | City          |              |
| <b>Pueblo County</b>     | <b>Pueblo</b>     | <b>County</b> |              |
| Boone                    | Pueblo            | City          |              |
| Pueblo                   | Pueblo            | City          |              |
| Rye                      | Pueblo            | City          |              |
| <b>Rio Blanco County</b> | <b>Rio Blanco</b> | <b>County</b> |              |
| Meeker                   | Rio Blanco        | City          |              |
| Rangely                  | Rio Blanco        | City          |              |
| <b>Rio Grande County</b> | <b>Rio Grande</b> | <b>County</b> |              |
| Center                   | Rio Grande        | City          | 2 counties   |
| Del Norte                | Rio Grande        | City          |              |
| Monte Vista              | Rio Grande        | City          |              |
| South Fork               | Rio Grande        | City          |              |
| <b>Routt County</b>      | <b>Routt</b>      | <b>County</b> |              |
| Hayden                   | Routt             | City          |              |
| Oak Creek                | Routt             | City          |              |
| Steamboat Springs        | Routt             | City          |              |
| Yampa                    | Routt             | City          |              |
| <b>Saguache County</b>   | <b>Saguache</b>   | <b>County</b> |              |
| Bonanza                  | Saguache          | City          |              |
| Center                   | Saguache          | City          | 2 counties   |
| Crestone                 | Saguache          | City          |              |
| Moffat                   | Saguache          | City          |              |
| Saguache                 | Saguache          | City          |              |
| <b>San Juan County</b>   | <b>San Juan</b>   | <b>County</b> |              |
| Silverton                | San Juan          | City          |              |
| <b>San Miguel County</b> | <b>San Miguel</b> | <b>County</b> |              |
| Mountain Village         | San Miguel        | City          |              |
| Norwood                  | San Miguel        | City          |              |
| Ophir                    | San Miguel        | City          |              |
| Sawpit                   | San Miguel        | City          |              |
| Telluride                | San Miguel        | City          |              |
| <b>Sedgwick County</b>   | <b>Sedgwick</b>   | <b>County</b> |              |
| Julesburg                | Sedgwick          | City          |              |
| Ovid                     | Sedgwick          | City          |              |
| Sedgwick                 | Sedgwick          | City          |              |
| <b>Summit County</b>     | <b>Summit</b>     | <b>County</b> |              |
| Blue River               | Summit            | City          |              |
| Breckenridge             | Summit            | City          |              |
| Dillon                   | Summit            | City          |              |

## Colorado Local Governments\*

| Government Name          | County            | Gov't Type    | Multi-County |
|--------------------------|-------------------|---------------|--------------|
| Frisco                   | Summit            | City          |              |
| Montezuma                | Summit            | City          |              |
| Silverthorne             | Summit            | City          |              |
| <b>Teller County</b>     | <b>Teller</b>     | <b>County</b> |              |
| Cripple Creek            | Teller            | City          |              |
| Green Mountain Falls     | Teller            | City          | 2 counties   |
| Victor                   | Teller            | City          |              |
| Woodland Park            | Teller            | City          |              |
| <b>Washington County</b> | <b>Washington</b> | <b>County</b> |              |
| Akron                    | Washington        | City          |              |
| Otis                     | Washington        | City          |              |
| <b>Weld County</b>       | <b>Weld</b>       | <b>County</b> |              |
| Ault                     | Weld              | City          |              |
| Berthoud                 | Weld              | City          | 2 counties   |
| Brighton                 | Weld              | City          | 2 counties   |
| Dacono                   | Weld              | City          |              |
| Eaton                    | Weld              | City          |              |
| Erie                     | Weld              | City          | 2 counties   |
| Evans                    | Weld              | City          |              |
| Firestone                | Weld              | City          |              |
| Fort Lupton              | Weld              | City          |              |
| Frederick                | Weld              | City          |              |
| Garden City              | Weld              | City          |              |
| Gilcrest                 | Weld              | City          |              |
| Greeley                  | Weld              | City          |              |
| Grover                   | Weld              | City          |              |
| Hudson                   | Weld              | City          |              |
| Johnstown                | Weld              | City          | 2 counties   |
| Keenesburg               | Weld              | City          |              |
| Kersey                   | Weld              | City          |              |
| La Salle                 | Weld              | City          |              |
| Lochbuie                 | Weld              | City          | 2 counties   |
| Longmont                 | Weld              | City          | 2 counties   |
| Mead                     | Weld              | City          |              |
| Milliken                 | Weld              | City          |              |
| Northglenn               | Weld              | City          | 2 counties   |
| Nunn                     | Weld              | City          |              |
| Pierce                   | Weld              | City          |              |
| Platteville              | Weld              | City          |              |
| Raymer (New Raymer)      | Weld              | City          |              |
| Severance                | Weld              | City          |              |
| Thornton                 | Weld              | City          | 2 counties   |
| Timnath                  | Weld              | City          | 2 counties   |
| Windsor                  | Weld              | City          | 2 counties   |

## Colorado Local Governments\*

| Government Name    | County      | Gov't Type    | Multi-County |
|--------------------|-------------|---------------|--------------|
| <b>Yuma County</b> | <b>Yuma</b> | <b>County</b> |              |
| Eckley             | Yuma        | City          |              |
| Wray               | Yuma        | City          |              |
| Yuma               | Yuma        | City          |              |

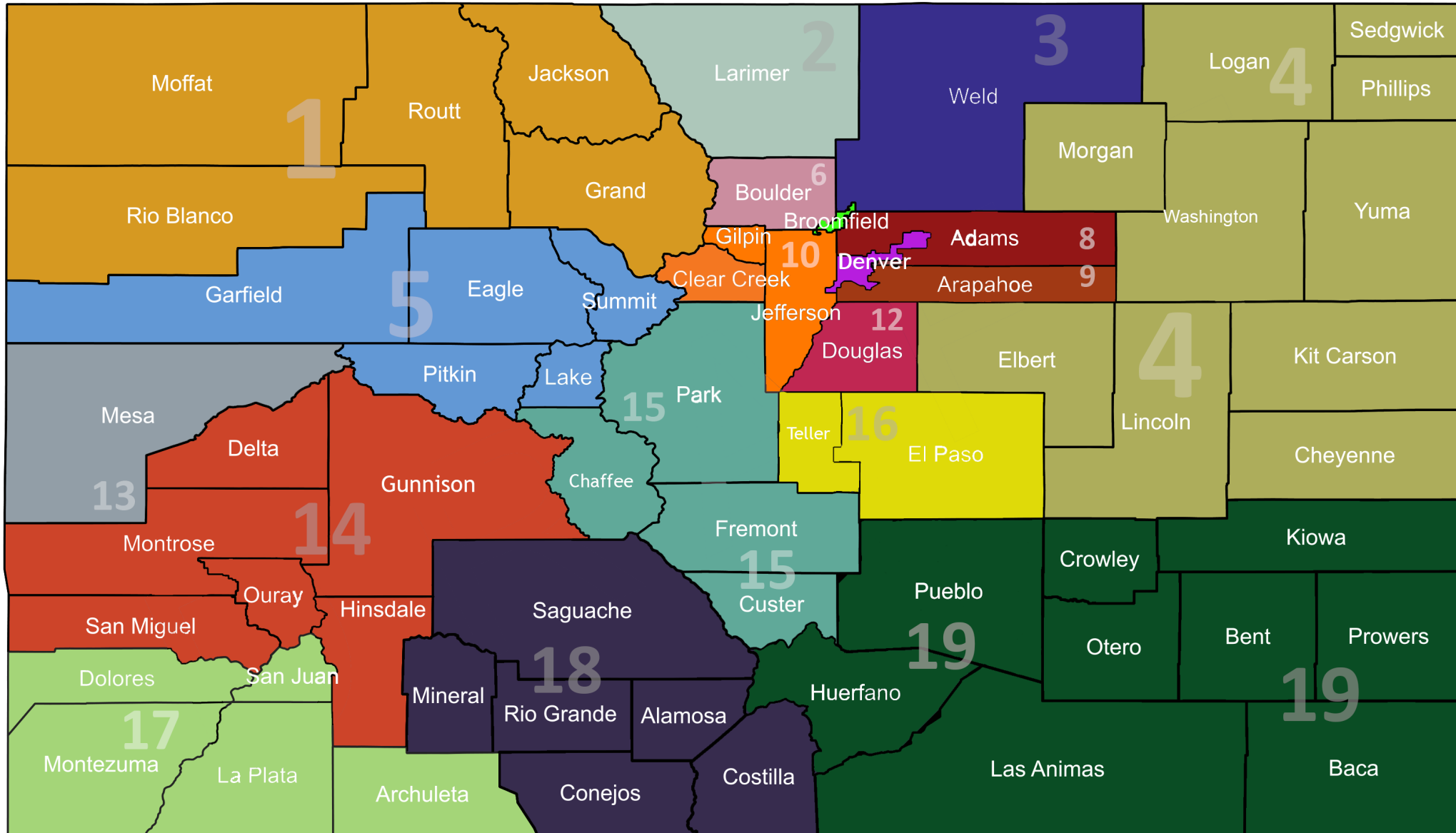
\*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

**This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)**

# Exhibit C



## Regions for the distribution of opioid settlement funds



|          |                       |                    |           |           |
|----------|-----------------------|--------------------|-----------|-----------|
| Region 1 | Region 5              | Region 9           | Region 13 | Region 17 |
| Region 2 | Region 6              | Region 10          | Region 14 | Region 18 |
| Region 3 | Region 7 (Broomfield) | Region 11 (Denver) | Region 15 | Region 19 |
| Region 4 | Region 8              | Region 12          | Region 16 |           |

# Exhibit D

**Exhibit D - Allocations to Colorado County Areas**

| County      | Percentage of LG Share |
|-------------|------------------------|
| Adams       | 9.4247%                |
| Alamosa     | 0.5081%                |
| Arapahoe    | 10.8071%               |
| Archuleta   | 0.1370%                |
| Baca        | 0.0592%                |
| Bent        | 0.1133%                |
| Boulder     | 5.7936%                |
| Broomfield  | 1.0014%                |
| Chaffee     | 0.3604%                |
| Cheyenne    | 0.0159%                |
| Clear Creek | 0.1380%                |
| Conejos     | 0.2108%                |
| Costilla    | 0.0552%                |
| Crowley     | 0.0934%                |
| Custer      | 0.0412%                |
| Delta       | 0.5440%                |
| Denver      | 15.0042%               |
| Dolores     | 0.0352%                |
| Douglas     | 3.6696%                |
| Eagle       | 0.6187%                |
| El Paso     | 11.9897%               |
| Elbert      | 0.2804%                |
| Fremont     | 0.9937%                |
| Garfield    | 0.8376%                |
| Gilpin      | 0.0561%                |
| Grand       | 0.2037%                |
| Gunnison    | 0.1913%                |
| Hinsdale    | 0.0112%                |
| Huerfano    | 0.2505%                |
| Jackson     | 0.0310%                |
| Jefferson   | 10.5173%               |
| Kiowa       | 0.0142%                |
| Kit Carson  | 0.0940%                |
| La Plata    | 0.8127%                |
| Lake        | 0.0990%                |
| Larimer     | 6.5211%                |
| Las Animas  | 0.6304%                |
| Lincoln     | 0.0819%                |
| Logan       | 0.3815%                |
| Mesa        | 2.8911%                |
| Mineral     | 0.0039%                |
| Moffat      | 0.2326%                |
| Montezuma   | 0.4429%                |

|              |                  |
|--------------|------------------|
| Montrose     | 0.5695%          |
| Morgan       | 0.4677%          |
| Otero        | 0.4486%          |
| Ouray        | 0.0535%          |
| Park         | 0.1674%          |
| Phillips     | 0.0714%          |
| Pitkin       | 0.1747%          |
| Prowers      | 0.1727%          |
| Pueblo       | 5.6757%          |
| Rio Blanco   | 0.1013%          |
| Rio Grande   | 0.2526%          |
| Routt        | 0.3837%          |
| Saguache     | 0.0666%          |
| San Juan     | 0.0097%          |
| San Miguel   | 0.1005%          |
| Sedgwick     | 0.0618%          |
| Summit       | 0.3761%          |
| Teller       | 0.6219%          |
| Washington   | 0.0357%          |
| Weld         | 3.8908%          |
| Yuma         | 0.0992%          |
| <b>TOTAL</b> | <b>100.0000%</b> |

# Exhibit E

**Exhibit E - Intracounty Allocations<sup>1,2</sup>**

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

| Government Name          | Intracounty Share |
|--------------------------|-------------------|
| Adams County             | 68.3372%          |
| Arvada (2 Counties)      | 0.2632%           |
| Aurora (3 Counties)      | 4.6336%           |
| Bennett (2 Counties)     | 0.1670%           |
| Brighton (2 Counties)    | 1.4527%           |
| Commerce City            | 4.7314%           |
| Federal Heights          | 1.1457%           |
| Lochbuie (2 Counties)    | 0.0001%           |
| Northglenn (2 Counties)  | 2.0913%           |
| Thornton (2 Counties)    | 10.6435%          |
| Westminster (2 Counties) | 6.5342%           |

|                |          |
|----------------|----------|
| Alamosa County | 85.3075% |
| Alamosa        | 14.6818% |
| Hooper         | 0.0108%  |

|                        |          |
|------------------------|----------|
| Arapahoe County        | 42.7003% |
| Aurora (3 Counties)    | 35.5997% |
| Bennett (2 Counties)   | 0.0324%  |
| Bow Mar (2 Counties)   | 0.0159%  |
| Centennial             | 0.4411%  |
| Cherry Hills Village   | 0.6685%  |
| Columbine Valley       | 0.1601%  |
| Deer Trail             | 0.0003%  |
| Englewood              | 5.5850%  |
| Foxfield               | 0.0372%  |
| Glendale               | 1.2289%  |
| Greenwood Village      | 2.8305%  |
| Littleton (3 Counties) | 8.5654%  |
| Sheridan               | 2.1347%  |

|                  |          |
|------------------|----------|
| Archuleta County | 90.0864% |
| Pagosa Springs   | 9.9136%  |

|             |          |
|-------------|----------|
| Baca County | 85.9800% |
| Campo       | 2.4443%  |
| Pritchett   | 1.5680%  |
| Springfield | 7.0100%  |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Two Buttes      | 0.4766%           |
| Vilas           | 0.9070%           |
| Walsh           | 1.6141%           |

|             |          |
|-------------|----------|
| Bent County | 80.9608% |
| Las Animas  | 19.0392% |

|                       |          |
|-----------------------|----------|
| Boulder County        | 47.6311% |
| Boulder               | 31.7629% |
| Erie (2 Counties)     | 0.3634%  |
| Jamestown             | 0.0086%  |
| Lafayette             | 3.3203%  |
| Longmont (2 Counties) | 14.6833% |
| Louisville            | 1.4455%  |
| Lyons                 | 0.5916%  |
| Nederland             | 0.1646%  |
| Superior (2 Counties) | 0.0258%  |
| Ward                  | 0.0030%  |

|                        |           |
|------------------------|-----------|
| Broomfield County/City | 100.0000% |
|------------------------|-----------|

|                |          |
|----------------|----------|
| Chaffee County | 74.8440% |
| Buena Vista    | 5.8841%  |
| Poncha Springs | 4.2369%  |
| Salida         | 15.0350% |

|                 |          |
|-----------------|----------|
| Cheyenne County | 66.8002% |
| Cheyenne Wells  | 0.8586%  |
| Kit Carson      | 32.3412% |

|                           |          |
|---------------------------|----------|
| Clear Creek County        | 92.2164% |
| Central City (2 Counties) | 0.0000%  |
| Empire                    | 0.3364%  |
| Georgetown                | 1.9063%  |
| Idaho Springs             | 4.7625%  |
| Silver Plume              | 0.7784%  |

|                |          |
|----------------|----------|
| Conejos County | 77.1204% |
| Antonito       | 4.6338%  |
| La Jara        | 2.4313%  |
| Manassa        | 1.0062%  |
| Romeo          | 2.4270%  |
| Sanford        | 12.3812% |

| Government Name | Intracounty Share |
|-----------------|-------------------|
|-----------------|-------------------|

|                 |          |
|-----------------|----------|
| Costilla County | 97.3454% |
| Blanca          | 1.2036%  |
| San Luis        | 1.4509%  |

|                |          |
|----------------|----------|
| Crowley County | 80.7081% |
| Crowley        | 4.3597%  |
| Olney Springs  | 8.3683%  |
| Ordway         | 0.1853%  |
| Sugar City     | 6.3786%  |

|               |          |
|---------------|----------|
| Custer County | 96.6858% |
| Silver Cliff  | 0.7954%  |
| Westcliffe    | 2.5188%  |

|              |          |
|--------------|----------|
| Delta County | 76.3512% |
| Cedaredge    | 3.6221%  |
| Crawford     | 0.4938%  |
| Delta        | 16.2658% |
| Hotchkiss    | 1.0963%  |
| Orchard City | 0.1473%  |
| Paonia       | 2.0236%  |

|                    |           |
|--------------------|-----------|
| Denver County/City | 100.0000% |
|--------------------|-----------|

|                |          |
|----------------|----------|
| Dolores County | 76.3307% |
| Dove Creek     | 17.3127% |
| Rico           | 6.3566%  |

|                        |          |
|------------------------|----------|
| Douglas County         | 71.8404% |
| Aurora (3 Counties)    | 0.2099%  |
| Castle Pines           | 0.2007%  |
| Castle Rock            | 13.5204% |
| Larkspur               | 0.0856%  |
| Littleton (3 Counties) | 0.0156%  |
| Lone Tree              | 5.2786%  |
| Parker                 | 8.8487%  |

|                     |          |
|---------------------|----------|
| Eagle County        | 60.8236% |
| Avon                | 7.6631%  |
| Basalt (2 Counties) | 2.2311%  |
| Eagle               | 3.1376%  |
| Gypsum              | 1.7469%  |
| Minturn             | 0.7771%  |



| Government Name | Intracounty Share |
|-----------------|-------------------|
| Red Cliff       | 0.0957%           |
| Vail            | 23.5250%          |

|                                   |          |
|-----------------------------------|----------|
| El Paso County                    | 18.4181% |
| Calhan                            | 0.0228%  |
| Colorado Springs                  | 80.1161% |
| Fountain                          | 0.9892%  |
| Green Mountain Falls (2 Counties) | 0.0149%  |
| Manitou Springs                   | 0.2411%  |
| Monument                          | 0.1492%  |
| Palmer Lake                       | 0.0455%  |
| Ramah                             | 0.0033%  |

|               |          |
|---------------|----------|
| Elbert County | 86.5840% |
| Elizabeth     | 10.2633% |
| Kiowa         | 1.5455%  |
| Simla         | 1.6072%  |

|                |          |
|----------------|----------|
| Fremont County | 60.7882% |
| Brookside      | 0.0348%  |
| Cañon City     | 30.9017% |
| Coal Creek     | 0.0476%  |
| Florence       | 8.0681%  |
| Rockvale       | 0.0687%  |
| Williamsburg   | 0.0907%  |

|                  |          |
|------------------|----------|
| Garfield County  | 76.3371% |
| Carbondale       | 2.4698%  |
| Glenwood Springs | 11.8141% |
| New Castle       | 1.4295%  |
| Parachute        | 1.0653%  |
| Rifle            | 5.2733%  |
| Silt             | 1.6110%  |

|                           |          |
|---------------------------|----------|
| Gilpin County             | 46.8613% |
| Black Hawk                | 46.3909% |
| Central City (2 Counties) | 6.7478%  |

|                     |          |
|---------------------|----------|
| Grand County        | 80.1046% |
| Fraser              | 2.4903%  |
| Granby              | 5.4008%  |
| Grand Lake          | 0.3174%  |
| Hot Sulphur Springs | 0.1431%  |
| Kremmling           | 2.9284%  |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Winter Park     | 8.6154%           |

|                     |          |
|---------------------|----------|
| Gunnison County     | 88.9185% |
| Crested Butte       | 2.3562%  |
| Gunnison            | 5.9501%  |
| Marble              | 0.1714%  |
| Mount Crested Butte | 2.5657%  |
| Pitkin              | 0.0381%  |

|                 |          |
|-----------------|----------|
| Hinsdale County | 76.0940% |
| Lake City       | 23.9060% |

|                 |          |
|-----------------|----------|
| Huerfano County | 68.2709% |
| La Veta         | 11.0719% |
| Walsenburg      | 20.6572% |

|                |          |
|----------------|----------|
| Jackson County | 61.5339% |
| Walden         | 38.4661% |

|                          |          |
|--------------------------|----------|
| Jefferson County         | 58.2140% |
| Arvada (2 Counties)      | 11.9733% |
| Bow Mar (2 Counties)     | 0.0087%  |
| Edgewater                | 0.6604%  |
| Golden                   | 3.4815%  |
| Lakeside                 | 0.0030%  |
| Lakewood                 | 15.9399% |
| Littleton (3 Counties)   | 0.6176%  |
| Morrison                 | 0.2205%  |
| Mountain View            | 0.1344%  |
| Superior (2 Counties)    | 0.0000%  |
| Westminster (2 Counties) | 5.4779%  |
| Wheat Ridge              | 3.2689%  |

|               |          |
|---------------|----------|
| Kiowa County  | 93.2138% |
| Eads          | 5.3777%  |
| Haswell       | 0.6402%  |
| Sheridan Lake | 0.7682%  |

|                   |          |
|-------------------|----------|
| Kit Carson County | 86.3178% |
| Bethune           | 0.1841%  |
| Burlington        | 12.0640% |
| Flagler           | 0.4264%  |
| Seibert           | 0.0291%  |
| Stratton          | 0.9012%  |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Vona            | 0.0775%           |

|                 |          |
|-----------------|----------|
| La Plata County | 66.8874% |
| Bayfield        | 1.6292%  |
| Durango         | 29.2985% |
| Ignacio         | 2.1849%  |

|             |          |
|-------------|----------|
| Lake County | 73.4523% |
| Leadville   | 26.5477% |

|                        |          |
|------------------------|----------|
| Larimer County         | 56.0589% |
| Berthoud (2 Counties)  | 0.4139%  |
| Estes Park             | 0.3502%  |
| Fort Collins           | 18.5702% |
| Johnstown (2 Counties) | 0.0711%  |
| Loveland               | 23.4493% |
| Timnath (2 Counties)   | 0.2964%  |
| Wellington             | 0.3653%  |
| Windsor (2 Counties)   | 0.4248%  |

|                   |          |
|-------------------|----------|
| Las Animas County | 77.8076% |
| Aguilar           | 0.0751%  |
| Branson           | 0.0101%  |
| Cokedale          | 0.0188%  |
| Kim               | 0.0101%  |
| Starkville        | 0.0087%  |
| Trinidad          | 22.0696% |

|                |          |
|----------------|----------|
| Lincoln County | 91.3222% |
| Arriba         | 0.3444%  |
| Genoa          | 0.2222%  |
| Hugo           | 1.4778%  |
| Limon          | 6.6333%  |

|              |          |
|--------------|----------|
| Logan County | 72.7982% |
| Crook        | 0.0931%  |
| Fleming      | 0.3413%  |
| Iliff        | 0.0095%  |
| Merino       | 0.4702%  |
| Peetz        | 0.2029%  |
| Sterling     | 26.0848% |

|             |          |
|-------------|----------|
| Mesa County | 60.8549% |
| Collbran    | 0.0920%  |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| De Beque        | 0.0123%           |
| Fruita          | 1.6696%           |
| Grand Junction  | 37.1505%          |
| Palisade        | 0.2208%           |

|                |          |
|----------------|----------|
| Mineral County | 87.6744% |
| City of Creede | 12.3256% |

|               |          |
|---------------|----------|
| Moffat County | 91.7981% |
| Craig         | 8.1862%  |
| Dinosaur      | 0.0157%  |

|                  |          |
|------------------|----------|
| Montezuma County | 79.6682% |
| Cortez           | 18.6459% |
| Dolores          | 0.6106%  |
| Mancos           | 1.0753%  |

|                 |          |
|-----------------|----------|
| Montrose County | 92.8648% |
| Montrose        | 6.5980%  |
| Naturita        | 0.1551%  |
| Nucla           | 0.0703%  |
| Olathe          | 0.3118%  |

|                  |          |
|------------------|----------|
| Morgan County    | 61.6991% |
| Brush            | 8.5522%  |
| Fort Morgan      | 27.8214% |
| Hillrose         | 0.1986%  |
| Log Lane Village | 0.6424%  |
| Wiggins          | 1.0863%  |

|              |          |
|--------------|----------|
| Otero County | 60.8168% |
| Cheraw       | 0.1888%  |
| Fowler       | 1.0413%  |
| La Junta     | 25.9225% |
| Manzanola    | 0.6983%  |
| Rocky Ford   | 8.8215%  |
| Swink        | 2.5109%  |

|              |          |
|--------------|----------|
| Ouray County | 76.0810% |
| Ouray        | 17.6541% |
| Ridgway      | 6.2649%  |

|             |          |
|-------------|----------|
| Park County | 96.3983% |
| Alma        | 0.7780%  |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Fairplay        | 2.8237%           |

|                 |          |
|-----------------|----------|
| Phillips County | 52.3463% |
| Haxtun          | 13.9505% |
| Holyoke         | 33.1803% |
| Paoli           | 0.5228%  |

|                     |          |
|---------------------|----------|
| Pitkin County       | 47.1379% |
| Aspen               | 42.0707% |
| Basalt (2 Counties) | 1.1156%  |
| Snowmass Village    | 9.6757%  |

|                |          |
|----------------|----------|
| Prowers County | 70.4524% |
| Granada        | 0.9965%  |
| Hartman        | 0.3164%  |
| Holly          | 4.9826%  |
| Lamar          | 21.5860% |
| Wiley          | 1.6661%  |

|               |          |
|---------------|----------|
| Pueblo County | 54.6622% |
| Boone         | 0.0019%  |
| Pueblo        | 45.3350% |
| Rye           | 0.0008%  |

|                   |          |
|-------------------|----------|
| Rio Blanco County | 78.2831% |
| Meeker            | 9.1326%  |
| Rangely           | 12.5843% |

|                     |          |
|---------------------|----------|
| Rio Grande County   | 68.0724% |
| Center (2 Counties) | 0.7713%  |
| Del Norte           | 6.7762%  |
| Monte Vista         | 20.4513% |
| South Fork          | 3.9288%  |

|                   |          |
|-------------------|----------|
| Routt County      | 58.5353% |
| Hayden            | 1.0679%  |
| Oak Creek         | 0.6360%  |
| Steamboat Springs | 39.4499% |
| Yampa             | 0.3109%  |

|                     |          |
|---------------------|----------|
| Saguache County     | 92.8796% |
| Bonanza             | 0.1367%  |
| Center (2 Counties) | 6.3687%  |
| Crestone            | 0.0137%  |

| Government Name | Intracounty Share |
|-----------------|-------------------|
| Moffat          | 0.3553%           |
| Saguache        | 0.2460%           |

|                 |          |
|-----------------|----------|
| San Juan County | 87.0423% |
| Silverton       | 12.9577% |

|                   |          |
|-------------------|----------|
| San Miguel County | 48.7493% |
| Mountain Village  | 25.7930% |
| Norwood           | 0.4078%  |
| Ophir             | 0.0816%  |
| Sawpit            | 0.0272%  |
| Telluride         | 24.9411% |

|                 |          |
|-----------------|----------|
| Sedgwick County | 98.7331% |
| Julesburg       | 0.3830%  |
| Ovid            | 0.0295%  |
| Sedgwick        | 0.8544%  |

|               |          |
|---------------|----------|
| Summit County | 57.0567% |
| Blue River    | 0.5011%  |
| Breckenridge  | 26.1112% |
| Dillon        | 4.1421%  |
| Frisco        | 6.5096%  |
| Montezuma     | 0.0169%  |
| Silverthorne  | 5.6623%  |

|                                   |          |
|-----------------------------------|----------|
| Teller County                     | 66.1557% |
| Cripple Creek                     | 17.2992% |
| Green Mountain Falls (2 Counties) | 0.0322%  |
| Victor                            | 3.1685%  |
| Woodland Park                     | 13.3445% |

|                   |          |
|-------------------|----------|
| Washington County | 99.1320% |
| Akron             | 0.7659%  |
| Otis              | 0.1021%  |

|                       |          |
|-----------------------|----------|
| Weld County           | 51.9387% |
| Ault                  | 0.3202%  |
| Berthoud (2 Counties) | 0.0061%  |
| Brighton (2 Counties) | 0.0927%  |
| Dacono                | 0.6104%  |
| Eaton                 | 0.4573%  |
| Erie (2 Counties)     | 0.8591%  |
| Evans                 | 4.5121%  |

| Government Name         | Intracounty Share |
|-------------------------|-------------------|
| Firestone               | 1.4648%           |
| Fort Lupton             | 0.8502%           |
| Frederick               | 1.2228%           |
| Garden City             | 0.1514%           |
| Gilcrest                | 0.1580%           |
| Greeley                 | 30.6922%          |
| Grover                  | 0.0852%           |
| Hudson                  | 0.0066%           |
| Johnstown (2 Counties)  | 1.5416%           |
| Keenesburg              | 0.0215%           |
| Kersey                  | 0.1378%           |
| La Salle                | 0.4128%           |
| Lochbuie (2 Counties)   | 0.4004%           |
| Longmont (2 Counties)   | 0.0154%           |
| Mead                    | 0.0941%           |
| Milliken                | 1.5373%           |
| Northglenn (2 Counties) | 0.0030%           |
| Nunn                    | 0.2558%           |
| Pierce                  | 0.0948%           |
| Platteville             | 0.3712%           |
| Raymer (New Raymer)     | 0.0597%           |
| Severance               | 0.0403%           |
| Thornton (2 Counties)   | 0.0000%           |
| Timnath (2 Counties)    | 0.0000%           |
| Windsor (2 Counties)    | 1.5865%           |

|             |          |
|-------------|----------|
| Yuma County | 75.5598% |
| Eckley      | 2.5422%  |
| Wray        | 10.2148% |
| Yuma        | 11.6832% |

<sup>1</sup> These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

#### County-Level Allocation

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

#### County/Municipal-Level Allocation

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

<sup>2</sup> The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

# Exhibit F



| Regional Allocations |                    |                   |
|----------------------|--------------------|-------------------|
| Region Number        | Region Description | Total State Share |
| 1                    | Northwest          | 0.9522%           |
| 2                    | Larimer            | 6.5211%           |
| 3                    | Weld               | 3.8908%           |
| 4                    | Logan              | 1.5896%           |
| 5                    | North Central      | 2.1061%           |
| 6                    | Boulder            | 5.7936%           |
| 7                    | Broomfield         | 1.0014%           |
| 8                    | Adams              | 9.4247%           |
| 9                    | Arapahoe           | 10.8071%          |
| 10                   | Jefferson          | 10.7114%          |
| 11                   | Denver             | 15.0042%          |
| 12                   | Douglas            | 3.6696%           |
| 13                   | Mesa               | 2.8911%           |
| 14                   | Southwest          | 1.4700%           |
| 15                   | Central            | 1.5627%           |
| 16                   | El Paso/Teller     | 12.6116%          |
| 17                   | Southwest Corner   | 1.4375%           |
| 18                   | South Central      | 1.0973%           |
| 19                   | Southeast          | 7.4580%           |
| Total                |                    | 100.0000%         |

# Exhibit G

# Regional Governance Models

## A. Membership Structure

### Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
  - 1 or 2 representatives appointed by the county (can be commissioners)
  - 1 representative appointed from the public health department
  - 1 representative from the county human services department
  - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
  - 1 representative appointed from a municipal or county court system within region
  - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
  - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional but strongly encouraged)
  - Representatives from behavioral health providers
  - Representatives from health care providers
  - Recovery/treatment experts
  - Other county or city representatives
  - A representative from the Attorney General's Office
  - Community representative(s), preferably those with lived experience with the opioid crisis
  - Harm reduction experts

### Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
  - 1 representative appointed by each county (can be commissioners)
  - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
  - 1 representative from each public health department within the region
  - 1 representative from a county human services department
  - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
  - 1 representative from a municipal or county court system within region
  - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)
2. Non-Voting Members (Optional)
  - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

Single-County Single-City Regions (Denver & Broomfield)

1. Voting Members (Recommended List: Participating Local Government to Decide)<sup>1</sup>

- 1 representative appointed by the city and county
- 1 representative appointed from the public health department
- 1 representative from the county human services department
- 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
- 1 representative appointed from a municipal or county court system within region
- Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)

- Representatives from behavioral health providers
- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General’s Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

**B. Member Terms**

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

**C. Procedures**

- Regions will be governed by an intergovernmental agreement (“IGA”) or memorandum of understanding (“MOU”).
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

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<sup>1</sup> In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

**D. Financial Responsibility/Controls**

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

**E. Conflicts of Interest**

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

**F. Ethics Laws**

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

**G. Authority**

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

**H. Legal Status**

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

# Exhibit G-1

**MODEL COLORADO REGIONAL OPIOID**  
**INTERGOVERNMENTAL AGREEMENT<sup>2</sup>**

**THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT** (the “Regional Agreement”) is made between \_\_\_\_\_, a Participating Local Government, as defined in the Colorado MOU, in the \_\_\_\_\_ Region (“\_\_\_\_\_”) and \_\_\_\_\_, a Participating Local Government in the \_\_\_\_\_ Region, (“\_\_\_\_\_”), individually herein a “Regional PLG” and collectively the “Regional PLGs.””

**RECITALS**

**WHEREAS**, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on \_\_\_\_\_ 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

**WHEREAS**, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU<sup>3</sup>;

**WHEREAS**, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

**WHEREAS**, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

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<sup>2</sup> This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

<sup>3</sup> When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

**WHEREAS**, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

**WHEREAS**, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

**WHEREAS**, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

**WHEREAS**, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

**WHEREAS**, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

**WHEREAS**, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

**WHEREAS**, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

**WHEREAS**, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

**WHEREAS**, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;



**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU<sup>4</sup>. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

3. **REGIONAL COUNCIL**.

**3.1. Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

**3.2. Membership:** The Regional Council of a Multi-County or Single County Region shall consist of the following:

a. **Multi-County Region:**

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
  - (1) 1 representative appointed by each county (can be commissioners).
  - (2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

---

<sup>4</sup> See FN 2, *supra*.

Council.

- (3) 1 representative from each public health department within the region.
- (4) 1 representative from a county human services department.
- (5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- (6) 1 representative from a municipal or county court system within the region.

**b. Single-County Region:**

- (i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
  - (1) 1 or 2 representatives appointed by the county (can be commissioners)
  - (2) 1 representative appointed from the public health department
  - (3) 1 representative from the county human services department
  - (4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
  - (5) 1 representative appointed from a municipal or county court system within region
  - (6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.
  - (7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

- c. **Non-Voting Members.** For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:
  - (i) Representatives from behavioral health providers.
  - (ii) Representatives from health care providers.
  - (iii) Recovery/treatment experts.
  - (iv) Other county or city representatives.
  - (v) A representative from the Attorney General's Office.
  - (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
  - (vii) Harm reduction experts.
- d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

an initial term not to exceed one year.<sup>5</sup> Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

- (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
- (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

**3.3. Duties:** The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

**3.4. Governance:** A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

**3.5. Authority:** The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

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<sup>5</sup> Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

**3.6. Collaboration:** The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

**3.7. Transparency:** The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

**3.8. Conflicts of Interest:** Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

**3.9. Ethics Laws:** Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

**3.10. Decision Making:** The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

#### **4. REGIONAL FISCAL AGENT**

**4.1. Purpose:** According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

**4.2. Designation:** The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

**4.3. Term:** A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

**4.4. Duties:** The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

**4.5. Authority:** The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

## **5. REGIONAL TWO-YEAR PLAN**

**5.1. Purpose:** According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

**5.2 Development of 2-Year Plan:** In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

**5.3 Amendment:** At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

**6. DISPUTES WITHIN REGION.** In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
  - 9.1. \_\_\_\_\_ designates the \_\_\_\_\_ of the \_\_\_\_\_ or their designee(s).
  - 9.2. \_\_\_\_\_ designates the \_\_\_\_\_ of the \_\_\_\_\_ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM.** The Regional Agreement will commence on \_\_\_\_\_, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

**14. GOVERNING LAW; VENUE.** This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

**15. TERMINATION.** The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG’s decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG’s decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

**16. NOTICES.** “Key Notices” under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed



received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

\_\_\_\_\_

\_\_\_\_\_

## **17. GENERAL TERMS AND CONDITIONS**

- 17.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 17.2. Assignment.** This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.
- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.
- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

**17.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

**17.12. Records Retention.** The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

**17.13. Execution by Counterparts; Electronic Signatures and Records.** This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**17.14. Authority to Execute.** Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT K****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 (“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 Releasor 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 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 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 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 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: \_\_\_\_\_

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

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

**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: \_\_\_\_\_

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

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

### Colorado Subdivision Escrow Agreement

|                      |           |
|----------------------|-----------|
| Governmental Entity: | State: CO |
| Authorized Official: |           |
| Address 1:           |           |
| Address 2:           |           |
| City, State, Zip:    |           |
| Phone:               |           |
| Email:               |           |

The governmental entity identified above (“*Governmental Entity*”) hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) (“*Escrow Agent*”) the enclosed copies of the Governmental Entity’s endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 (“*Distributor Settlement*”); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 (“*J&J Settlement*”). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

#### **Purpose of this Agreement**

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

#### **Escrow**

The Escrow Agent shall promptly report the receipt of any Governmental Entity’s endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General’s Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General’s Office if and when the Escrow Agent is notified by the Attorney General’s Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.

### **Distributor Settlement**

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

### **J&J Settlement**

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **Colorado Opioids Settlement MOU: Frequently Asked Questions**

### **1. What does this “settle” and why does Colorado need an MOU?**

Nationwide settlements have been reached with the “Big 3” opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and opioid manufacturer Johnson & Johnson to resolve claims by state and local governments that these companies contributed to the opioid epidemic. The claims being settled include those raised by local governments in the national multi-district litigation (“MDL”), *In Re: National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). More information about these settlements can be found at <https://nationalopioidsettlement.com/>.

The Colorado MOU establishes the framework for distributing and sharing these settlement proceeds throughout Colorado. Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement. It is expected that the Colorado MOU will also be used for settlements with other opioid defendants in the future, including any settlement from Purdue Pharma’s bankruptcy proceeding. Colorado Attorney General Phil Weiser signed the MOU on August 26, 2021. The Colorado MOU is included in this packet from the Attorney General’s Office and can also be found at [www.coag.gov/opioids](http://www.coag.gov/opioids).

### **2. Who put together the Colorado MOU?**

Local government officials from across Colorado were involved in the negotiation of the Colorado MOU with the Attorney General’s Office. County commissioners, mayors, county and city attorneys, and other stakeholders came together with the assistance of Colorado Counties, Inc. (“CCI”) and the Colorado Municipal League (“CML”) to establish the framework and negotiate the details of the Colorado MOU.

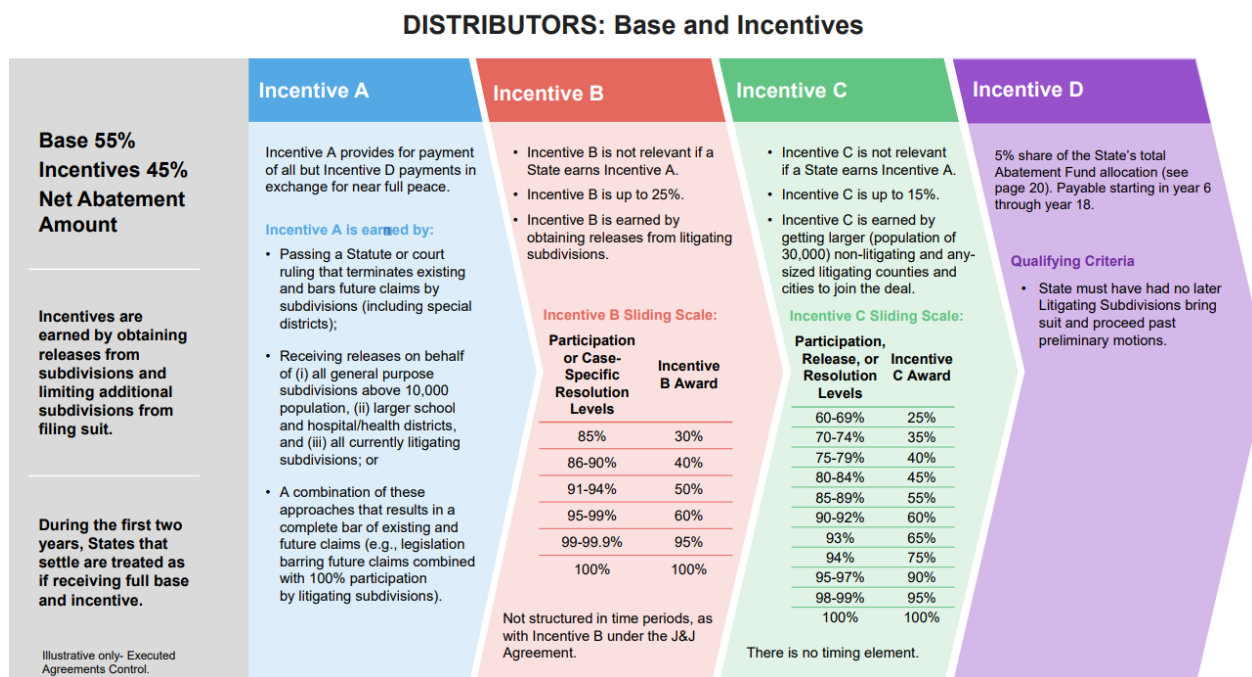
### **3. How much money will Colorado receive and over what period of time?**

Funds from the Big 3 and Johnson & Johnson settlements will be distributed over a period of years. The Big 3 distributors will pay a maximum of \$21 billion over 18 years, while Johnson & Johnson will pay a maximum of \$5 billion over no more than nine years. In total, up to approximately \$22.8 billion in settlement proceeds will be payable to state and local subdivisions nationwide. Each state receives a percentage of that recovery, and Colorado’s maximum share from these settlements will likely be more than \$300 million.

However, as discussed more below, Colorado will receive its maximum share of settlement payments only if enough local governments sign on to the deal. Also, the settling defendants have the option to “walk away” from the deals if there is not enough participation, so it is important that a “critical mass” of local governments signs on soon. Otherwise, the entire deal could fall through.

#### 4. How can we maximize Colorado's recovery?

The MOU was designed to ensure that as many local governments as possible would agree to its terms. The Big 3 Distributor and Johnson & Johnson settlements include incentive payments based on how many governments participate. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. Local governments should sign the Colorado Subdivision Escrow Agreement to ensure their legal claims are released only when 95% participation by local governments has been reached, which secures significant incentive payments under these settlement agreements. For more information on the incentive payments, please see the graphics below:



## JOHNSON & JOHNSON: Base and Incentives

|   | Incentive A  | Incentive B   | Incentive C                                      | Incentive D       |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
|---|--|---|--|-------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|------|--|--|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|---|
| <div>Base 45%</div> <div>Incentives 55%</div> <div>Global Settlement Abatement Amount</div> <div>Incentives are earned by obtaining releases from subdivisions and limiting additional subdivisions from filing suit.</div> | <p>Incentive A provides for payment of all but Incentive D payments in exchange for near full peace.</p> <p>Earning Incentive A also causes substantial payments, the first three years of payments, accelerated and paid within 90 days.</p> <p><b>Incentive A is earned by:</b></p> <ul style="list-style-type: none"><li>Passing a Statute or court ruling that terminates existing and bars future claims by subdivisions (including special districts);</li><li>Receiving releases on behalf of (i) all general purpose subdivisions above 10,000 population, (ii) larger school and hospital/health districts, and (iii) all currently litigating subdivisions; or</li><li>A combination of these approaches that results in a complete bar of existing and future claims (e.g., legislation barring future claims combined with 100% participation by litigating subdivisions).</li></ul> | <ul style="list-style-type: none"><li>Incentive B is not relevant if a State earns Incentive A.</li><li>Incentive B is up to 30%.</li><li>Incentive B is earned from obtaining releases from litigating subdivisions.</li></ul> <p><b>Incentive B Sliding Scale:</b></p> <table><thead><tr><th>Participation or Case-Specific Resolution Levels</th><th>Incentive B Award</th></tr></thead><tbody><tr><td>75%</td><td>50%</td></tr><tr><td>76%</td><td>52%</td></tr><tr><td>77%</td><td>54%</td></tr><tr><td>78%</td><td>56%</td></tr><tr><td>79%</td><td>58%</td></tr><tr><td>80%</td><td>60%</td></tr><tr><td>85%</td><td>70%</td></tr><tr><td>90%</td><td>80%</td></tr><tr><td>95%</td><td>90%</td></tr><tr><td>100%</td><td>100%</td></tr></tbody></table> <p><b>Timing element</b><br/>Incentive B is structured in time periods and states will receive a percentage of sliding scale payments depending on when they reach 75% of litigating subdivisions signed on: (a) 0-210 days = 100% of sliding scale; (b) 211-365 = 75% of sliding scale; and (c) 366-2 years from effective date = 50% of sliding scale.</p> | Participation or Case-Specific Resolution Levels | Incentive B Award | 75% | 50% | 76% | 52% | 77% | 54% | 78% | 56% | 79% | 58% | 80% | 60% | 85% | 70% | 90% | 80% | 95% | 90% | 100% | 100% | <ul style="list-style-type: none"><li>Incentive C is not relevant if a State earns Incentive A.</li><li>Incentive C is up to 20%. It breaks Incentive C in two parts.</li><li>Incentive C is earned by getting larger (population of 30,000) litigating and non-litigating counties and cities to join the deal. 5% is awarded for obtaining a State's ten largest general purpose subdivisions (cities and counties).</li></ul> <p><b>Incentive C Sliding Scale:</b></p> <table><thead><tr><th>Participation, Release, or Resolution Levels</th><th>Incentive C(1) Award</th></tr></thead><tbody><tr><td>60%</td><td>40%</td></tr><tr><td>70%</td><td>45%</td></tr><tr><td>80%</td><td>50%</td></tr><tr><td>85%</td><td>55%</td></tr><tr><td>90%</td><td>60%</td></tr><tr><td>91%</td><td>65%</td></tr><tr><td>92%</td><td>70%</td></tr><tr><td>93%</td><td>80%</td></tr><tr><td>94%</td><td>90%</td></tr><tr><td>95%</td><td>100%</td></tr></tbody></table> <p>There is no timing element.</p> | Participation, Release, or Resolution Levels | Incentive C(1) Award | 60% | 40% | 70% | 45% | 80% | 50% | 85% | 55% | 90% | 60% | 91% | 65% | 92% | 70% | 93% | 80% | 94% | 90% | 95% | 100% | <p>5% share of the State's total Abatement Fund allocation (see page 20). Payable starting in year 6 through year 18.</p> <p><b>Qualifying Criteria</b></p> <ul style="list-style-type: none"><li>State must have had no later Litigating Subdivisions bring suit and proceed past preliminary motions in the 5 years following the Effective Date.</li></ul> |
| Participation or Case-Specific Resolution Levels  | Incentive B Award  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 75%   | 50%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 76%   | 52%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 77%   | 54%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 78%   | 56%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 79%   | 58%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 80%   | 60%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 85%   | 70%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 90%   | 80%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 95%   | 90%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 100%  | 100%   |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| Participation, Release, or Resolution Levels  | Incentive C(1) Award   |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 60%   | 40%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 70%   | 45%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 80%   | 50%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 85%   | 55%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 90%   | 60%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 91%   | 65%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 92%   | 70%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 93%   | 80%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 94%   | 90%  |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |
| 95%   | 100%   |   |  |                   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |      |  |  |                      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |      |   |

### 5. Is participation limited to litigating entities?

No, participation is not limited to governments that filed suit in the opioid litigation. Money from these settlements will be used for opioid crisis abatement in communities across Colorado, regardless of whether they have chosen to sue. All Colorado local governments are eligible to participate in the settlements and join the MOU, and the MOU does **not** allocate more funds to cities and counties that chose to file suit—all cities and counties in Colorado are allocated funds based on the same objective factors.

### 6. How will settlement proceeds be divided within the state under the Colorado MOU?

Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 10% directly to the State (“State Share”)
- 20% directly to Participating Local Governments (“LG Share”)
- 60% directly to Regions (“Regional Share”)
- 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”)

### 7. How will the money be spent?

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing

supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

To ensure that settlement funds are in fact used only for Approved Purposes, a General Abatement Fund Council (the “Abatement Council”) will be formed. This committee will consist of thirteen representatives appointed by the State and Participating Local Governments to ensure opioid funds are spent in compliance with the terms of the settlements and the Colorado MOU.

## **8. How will direct payments to local governments be allocated?**

Under the Colorado MOU, 20% of the settlement funds will be paid directly to local governments. A list of the percentage of settlement funds that will be allocated to each County Area (that is, the county government plus the municipalities within that county) is Exhibit D to the Colorado MOU. Those allocations are further broken down to an intracounty level in Exhibit E, which is a default allocation.

The allocations to each County Area are based on three factors that address the relative severity of the opioid crisis: (a) the number of persons suffering from Opioid Use Disorder in the county; (b) the number of opioid overdose deaths in the county; and (c) the amount of opioids distributed within the county (measured in Morphine Milligram Equivalent units).

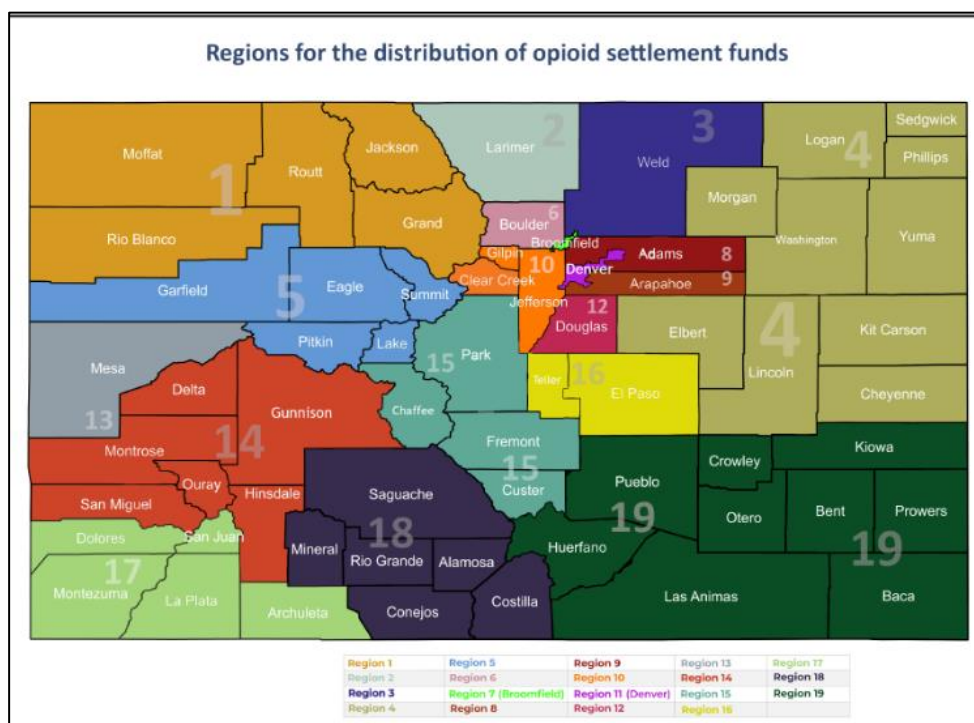
The intracounty allocations in Exhibit E are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use data from the State and Local Governments Census on past spending relevant to opioid abatement.

To ensure transparency and that settlement funds are used for Approved Purposes, local governments that receive settlement funds directly will be required to provide expenditure data to the Abatement Council on an annual basis. Local governments that wish to join the MOU but do not wish to receive any direct payments have the option to redirect their payments to the Regional allocation described below.

A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG share that it would have received will instead be re-allocated to the Regional Share described below.

## **9. How will payments to Regions be allocated?**

Under the Colorado MOU, 60% of the settlement funds will be allocated to single- or multi-county regions made up of local governments. Local governments in Colorado worked collaboratively to develop the Regional Map, which emphasizes existing local infrastructure and relationships. The regional map is below, as well as included in the Colorado MOU as Exhibit C:



For more information on the percentages of settlement funds that will be allocated to each Region, please see Exhibit F of the Colorado MOU.

#### **10. How will the Regions be governed?**

Each Region will create its own “Regional Council” consisting of members from the constituent local governments to determine what Approved Purposes to fund with the Region’s allocation. The Regional Council will have the power to make spending decisions in the Region. The Regions will designate a fiscal agent prior to receiving any settlement funds. Regional governance models are attached to the Colorado MOU as Exhibit G. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

#### **11. How will the Statewide Infrastructure Share work?**

Many stakeholders have expressed a need for capital improvements across Colorado, and particularly in underserved areas, to abate the opioid crisis. The Colorado MOU directly addresses this by allocating 10% of settlement funds going to these projects. This money will be distributed by a statewide committee based on need. The Abatement Council will establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.



## **12. How will attorneys' fees and expenses be paid?**

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. The attorneys' fee provision in the Colorado MOU equitably allocates the cost of attorneys' fees across all local governments, while also allowing non-litigating entities to share in the 25% premium for releases signed by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements.

Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund. Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

## **13. Why is this a great result for local governments?**

The Colorado MOU will ensure effective and efficient use of funds without dilution or diversion of opioid settlement money to unrelated purposes or unnecessary overhead expenses. In the Colorado MOU the local governments control 80% of the settlement funds.

- Bottom-Up Approach – The need is at the local level, so the resources should be, too.
- Local Voices – The communities bearing the brunt of this burden must have a meaningful seat at the table to make decisions about where resources go.
- Flexibility – The Colorado MOU provides an opportunity for local governments to decide how to entrust their own regional funds without unnecessary red tape.

## **14. How do I sign the MOU?**

Local governments should sign four documents.

a. First is the MOU.

b. Next, each local government will need to sign a Subdivision Settlement Participation Form for each of the **two settlements** (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements.

c. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached, which secures a significant portion of the incentive payments described in FAQ 4, above. Under the terms of the Colorado Subdivision Escrow Agreement, CCI (for counties) or

CML (for municipalities) will hold the MOUs and the Subdivision Settlement Participation Forms for each of the settlements in escrow until 95% participation by local governments has been reached as to specified incentive payments under the respective settlement agreements.

Copies of the Subdivision Settlement Participation Forms, the MOU with signature pages for each local government, and the Colorado Subdivision Escrow Agreement will be provided by the Attorney General's Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

|  |  |
|--|--|
| <b><u>For Counties:</u></b><br>Colorado Counties, Inc.<br>800 Grant, Ste 500<br>Denver, CO 80203<br><br>Email:<br>Kyley Burress <a href="mailto:KBurress@ccionline.org">KBurress@ccionline.org</a><br>Katie First <a href="mailto:KFirst@ccionline.org">KFirst@ccionline.org</a> | <b><u>For Municipalities:</u></b><br>Colorado Municipal League<br>1144 N. Sherman St.<br>Denver, CO 80203<br><br>Email: <a href="mailto:opioidsettlement@cml.org">opioidsettlement@cml.org</a> |
|--|--|

If you have any questions, please reach out to Heidi Williams of the Colorado AG's office at [Heidi.Williams@coag.gov](mailto:Heidi.Williams@coag.gov).



**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Randi Gallivan, Town Clerk

DATE: November 18, 2021

RE: 2022 Agreement for Law Enforcement Services

**DISCUSSION:**

Attached for Board consideration is the 2022 Agreement for Law Enforcement Services between the Town of Foxfield and the Arapahoe County Sheriff's Office. The amount due for 2022 is \$119,662.70.

**RECOMMENDED MOTION:**

"I move to approve the 2022 Agreement for Law Enforcement Services as presented."

**ATTACHMENT:**

Exhibit A: 2022 Agreement for Law Enforcement Services

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT made and entered into by and between the TOWN OF FOXFIELD, a municipal corporation of the State of Colorado, (hereinafter referred to as "Foxfield") and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, on behalf of the ARAPAHOE COUNTY SHERIFF'S OFFICE (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Section 30-11-410, C.R.S. as amended, authorizes the County to contract with a municipality for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality; and

WHEREAS, Foxfield is without monetary means to provide for the employment of any full-time law officers; and

WHEREAS, Foxfield has requested that the County, through the Arapahoe County Sheriff, provide law enforcement services which the parties agree are contemplated in section 30-11-410, C.R.S.,

WHEREAS, the County, in the interest of the health, safety and welfare of the residents of the Town of Foxfield, deems it advisable to enter into this Agreement for Law Enforcement Services; and

WHEREAS, the County has determined to execute future agreements on a fiscal year basis.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. The Arapahoe County Sheriff ("Sheriff") shall provide law enforcement within the boundaries of Foxfield within Arapahoe County commencing January 1, 2022.

2. The type of law enforcement services to be provided by the Sheriff, within the boundaries of Foxfield situated in Arapahoe County, shall be similar to the law enforcement services provided in unincorporated areas of the County of Arapahoe and will include law enforcement communication center services, but shall not include enforcement of municipal ordinances. The Sheriff shall utilize, to the best of his ability and judgment, the manpower and equipment presently at his disposal in order to provide said law enforcement services. Offenders shall be cited into the Town of Foxfield Municipal Court, District Court or the County Court of Arapahoe County as appropriate.

- A. The law enforcement services provided under this Agreement shall not include non-routine law enforcement services associated with special events sponsored by or approved by Foxfield. For such events, it is expressly understood that Foxfield shall consult with the Sheriff's staff regarding such event(s) and any law enforcement needs associated with the events that exceed routine service levels. Foxfield shall negotiate a separate agreement with the Sheriff's Office for any temporary or off-duty services required for such events that exceed routine service levels. For purposes of this Agreement, "special events" and/or "non-routine service levels" shall mean events sponsored or approved by Foxfield with an expected or actual attendance of more than five thousand people.

3. The term of the Agreement shall commence as of January 1, 2022 and shall end as of December 31, 2022.

4. For the law enforcement services provided under this Agreement, Foxfield shall pay to the County \$119,662.70 for the term of this Agreement, which includes dispatch services. Payment of said \$119,662.70 shall be made to the County in full upon execution of this Agreement by Foxfield.

5. The services provided pursuant to this Agreement shall be performed by the deputies of the Arapahoe County Sheriff. The Sheriff's staff shall be responsible for maintaining all records relating to the services performed.

6. The County is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between Foxfield and the County or any of the County's agents or employees. To the extent this Agreement creates a principal-agent relationship between the County and Foxfield, such relationship confers on the County and its employees the authority to act on Foxfield's behalf only as to matters covered by this Agreement. The County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services by the County. Nothing in this Agreement shall make any employee of Foxfield a County employee or any employee of the County a Foxfield employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or Foxfield employees by virtue of their employment.

7. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. ("CGIA") as same may be amended from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by Foxfield results in a waiver of protections afforded to the County, Foxfield shall, to the extent allowed by law, indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to Foxfield, the County

shall, to the extent allowed by law, indemnify and hold harmless Foxfield for such actions. Further, the County shall not be responsible for any claim against Foxfield which arises out of services not performed by the County pursuant to this Agreement.

8. The County does not intend by the Agreement to assume any contractual obligations to anyone other than Foxfield, and Foxfield does not intend by the Agreement to assume any contractual obligation to anyone other than the County. The County and Foxfield do not intend that there be any third-party beneficiary to this Agreement.

9. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.

10. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.

11. Foxfield is not responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement. The County shall procure and maintain Worker's Compensation insurance for such employees as required under Colorado law.

12. Foxfield agrees to carry Comprehensive General Liability Insurance with a minimum \$1,000,000.00 limit of liability. Arapahoe County and the Arapahoe County Sheriff and his employees will be additional insureds under this policy. Foxfield shall provide the County with a Certificate reflecting that coverage.

13. Foxfield agrees to continue to maintain its Liability Reserve Escrow Fund ("Fund"), as established pursuant to the 1997 calendar year Agreement for Services and maintained in subsequent Agreements.

A. If the County or Sheriff or his staff incur and/or receive any costs, attorney's fees, damages, judgments or awards as the result of Sheriff's employees performing work under the Agreement, and said amounts are not covered by the Foxfield's liability insurance for Sheriff's employees, Foxfield agrees to pay up to the total amount of money existing in the Fund at the time to the County for said costs, attorney's fees, damages, judgments or awards, including but not limited to, the costs of defense. Foxfield's obligation to indemnify pursuant to this paragraph, and to provide insurance coverage where applicable, shall survive the termination of this Agreement.

14. Foxfield further agrees to carry Comprehensive General Liability Insurance and Workers Compensation for its town employees for the duration of this Agreement as well as for two years after the Sheriff's services terminate. Foxfield shall provide the County with certificates of insurance reflecting that coverage.

15. Either party may terminate this Agreement with or without good cause shown upon 30 days written notice to the other party prior to termination. In the event of termination by the County, no damages, liquidated or otherwise, shall inure to the benefit

of the County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.

16. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

17. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

For County: Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80120

And (send to both)

Arapahoe County Sheriff's Office  
13101 E. Broncos Parkway  
Centennial, CO 80112

For Foxfield: Town of Foxfield  
P.O. Box 461450  
Foxfield, CO 80046

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

TOWN OF FOXFIELD

\_\_\_\_\_  
Town Clerk Date

\_\_\_\_\_  
Mayor Date

ARAPAHOE COUNTY

\_\_\_\_\_  
Tyler S. Brown, Sheriff Date