



**AGENDA**  
**for the Board of Trustees**  
**of the Town of Palisade, Colorado**  
**341 W 7<sup>th</sup> Street (Palisade Civic Center)**

**November 09, 2021**

**6:00 pm Regular Meeting**

**Live stream of the meeting may be viewed at**

**<https://youtu.be/SrMgXnOEcp8>**

**I. REGULAR MEETING CALLED TO ORDER AT 6:00 pm**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLLCALL**

**IV. AGENDA ADOPTION**

**V. ANNOUNCEMENTS**

- A. PUBLIC COMMENT REMINDER:** All emails sent to the Town Clerk for public comment on a specific agenda item prior to the day packets are published will be included in the staff report. Emails received after the packets are posted will be forwarded to the Board of Trustees. Any member of the public who wishes to have a statement or email read into the Minutes is required to appear in person and make said statements to the Board directly.
- B. HAPPY NOVEMBER BIRTHDAYS!** Waste Water/Utility Maintenance Frank Herring, Police Sergeant Jesse Stanford, Police Records Technician Carrie Coughran, and Town Clerk Keli Frasier
- C. Town Offices will be closed Thursday, November 11, 2021, in observance of Veteran's Day.**
- D. Town Offices will be closed Thursday, November 25, 2021, and Friday, November 26, 2021, in observance of Thanksgiving.**

**VI. PRESENTATIONS**

- A. Law Enforcement Records Personnel Week Proclamation**  
*Presented by Mayor Mikolai to Palisade Police Records Technician Carrie Coughran.*

**VII. PUBLIC COMMENT**

***Please keep comments to 3 MINUTES OR LESS, and state your name and address.*** Neither the Board of Trustees nor staff will respond to comments at this time. The Board may direct staff to look into specific comments to bring back as an Agenda item at a future meeting.

## VIII. TOWN MANAGER REPORT

- Chief of Police Job Opening
- RFQ Architect to Design New Community Clinic – Posted, due end of November
- RFP To Demolition of Old High School & Build new wall on Gym – Posted, due end of November

## IX. CONSENT AGENDA

*The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or any Board Member may ask that an item be removed from the Consent Agenda for individual consideration.*

### A. Expenditures

Approval of Bills from Various Town Funds – October 22, 2021 – November 4, 2021

### B. Opioid Settlement Memorandum of Understanding (MOU)

*The Board of Trustees will consider entering into an MOU with the State of Colorado and other Participating Local Governments.*

## X. NEW BUSINESS

### A. Request to Auction Town Equipment

*The Board of Trustees will consider directing staff to auction off unused or inoperable equipment.*

1. Staff Presentation
2. Board Discussion
3. Decision – Motion, Second, Rollcall Vote

### B. Purchase of Trucks for the Parks Department

*The Board of Trustees will consider approving the purchase of three new trucks for the Parks and Utilities departments.*

1. Staff Presentation
2. Board Discussion
3. Decision – Motion, Second, Rollcall Vote

### C. Ordinance No. 2021 -12- Adoption of Salary Schedule per Town Code Sec. 2-87. - Maintenance of the salary schedule.

The Town Administrator shall submit a salary survey to the Board of Trustees simultaneous with the submittal of the proposed annual budget.

## XI. OPEN DISCUSSION

*This is a chance for the Board of Trustees to voice concerns, opportunities, or other important topics, not on the Agenda. Each Trustee will be held to a limit of three minutes apiece to speak.*

## XII. COMMITTEE REPORTS

**XIII. EXECUTIVE SESSION**

*For the Board of Trustees to discuss items pursuant to C.R.S. 24-6-402(4) (e) (a) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and discussion regarding the purchase, lease, transfer, or sale of any real, personal, or other property interest with Town Manager Janet Hawkinson. REAL ESTATE MATTERS*

**XIV. ADJOURNMENT**

**XV. WORK SESSION**

**A. 2022 Budget Discussion**



## **Town Manager Report**

**November 9, 2021**

### **2021 Town Accomplishments – Project Goals Moving Forward to 2022:**

#### **Consolidation of Palisade Sewer with Clifton Sanitation District:**

- IGA completed with Clifton Sanitation District consolidating Palisade waste-water
- Pre-treatment program for waste-water being completed to integrate into system
- USDA Grant & Loan program for funding for the consolidation project with Clifton applied for and working with to accomplish funding
- Preliminary surveying for new sewer pipe from lagoons to Clifton complete
- Negotiations with Irrigation Canal Company for sewer pipe alignment underway

#### **Community Clinic & Demolition of Old Palisade High School:**

- \$1.5 million raised to date to construct new Community Clinic partnering with Community Hospital
- \$1 million grant funding with Federal Government applied for and awaiting announcement if receive it – December announcements will be made
- Donation account set up to raise remaining \$1 million for the construction of the clinic – this is an enterprise zone
- Asbestos remediation has started and completed by December 31, 2021
- Demolition of old high school to begin January 2022 – RFP for bids to be out November 2021
- RFQ for architects to design clinic to be advertised in November 2021 – start design work November 2021
- Construction of clinic projected to start June 2022

#### **Highway 6 - Main Street to Iowa Street – New Design & Construction:**

- \$912,000 grant to re-design and construct safety improvements on CDOT's highway 6 through town. Multi-year project with the design completed and approved by CDOT
- RFP for construction advertised November 1, 2021.
- Construction completion with landscaping estimated to be May 2022

#### **Water Improvement Projects:**

- Bond on the water treatment plant – for the new water plant:
- Multi-year water meter upgrade project – placing water meter reading on-line
- Capital improvement study for priority of replacing water lines
- Water & Waste-water rate study to begin in 2022

- Water looping in various areas of town to better assist with keeping water on in areas if there is a water leak
- Cabin Reservoir maintained and meeting all state certification requirements
- Replacing old fire hydrants to modern standards – replacing main lines to hydrants throughout town and Vinelands water system
- New 960 water line to Cabin Reservoir installed and completed
- Main 18” water line at Rapid Creek replaced – adding a butterfly valve – to control isolating the line in case of water leaks.
- Replace 20’ section of 18” line next to highway 6 – improve main line into town

#### Waste Management – Trash

- Successful implementation of individual home recycling program

#### Parks:

- \$15,000 grant for tamarisk & russian olive mitigation along the riverbank
- Successful remediation leading to donated native planting project of 800 plants along the east riverbank
- Community effort with tamarisk coalition, palisade parks crew, Palisade & Clifton fire department who removed tamarisk and r. olive trees – mulched material and performed wildfire training on large piles of the material
- 2022 design effort with Army Corp of Engineers to improve boat ramp at Harky’s Launch
- Replacement of benches, repair of bar-b-ques - & enjoyment of new playground equipment

#### Events:

- Sunday Market largest crowds to date and awarded Silver Medal in “*Best of the West Markets*” 2021
- 1<sup>st</sup> national disc golf tournament held at Riverbend Disc Golf Course
- Winefest, Peachfest, 4<sup>th</sup> of July, Trick – Treat, Lavenderfest, Sam Bush, National Rugby Tournament 4<sup>th</sup> year, Peachy Marathon, all a great success with record numbers attending!
- New event policy and applications with black-out dates being created for 2022
- Opening of the Palisade Plunge Trail – both widening of North River Road & Parking lot
- Palisade Plunge opening celebration – great success and attendance by: Mesa County Commissioners & Manager, Secretary Haaland of the U.S. Dept. of the Interior, Senator Hickenlooper, Governor Polis, House Representative Sopris, COPMOBA & many residents of Palisade and neighbors.

### Community Development:

- Approval of design of Wine Museum on 3<sup>rd</sup> Street
- Approval of new Subway Restaurant
- New lavender business on Main Street being constructed
- New parklets from CARES Act funding being utilized and increasing business/ economic development
- Application submitted to DOLA for \$25,000 grant funding for the 2022 Community Master Plan Revision
- \$100,000 Grant Award to purchase equipment, computers and integrate the GIS – Geographic Information Systems in Palisade – build emergency plans with Public Safety, water tap/lines, mapping, construction information, needed mapping for the town....
- Sidewalk improvements throughout town
- Installation of bus shelter, historic sign and refurbishing historic scale at Main Parking lot

### **Total of Grant Funding for Town Improvements & Projects from 2018-present:** **\$2,570,091**

- Marketing Grant – team with Fruita & TAB - \$25,000 with \$10,000 match
- Street Leaf Vacuum - \$67,781.00 no match
- Commercial Wood Chipper: \$37,310 no match
- Fire Brush Truck -Federal Mineral Lease Grant - \$140,000 with 60% match
- DOLA Sewer Study Grant: \$50,000 with 50% match
- Riverbend Park – Tamarisk & Russian Olive Mitigation Grant - \$20,000
- MMOF Grant for Highway 6 - \$912,000 with 50% match
- Detached Sidewalk Highway 6 - \$100,000 Main Street grant – no match
- TAP Grant for Sidewalks to Palisade High School - \$1 million with 20% match
- Parklets for Palisade Businesses – CARES Act Funding - \$120,000
- Main Street Grant - \$50,000
- Bus Stop on 2<sup>nd</sup> Street & Historic Scale feature - \$25,000 GOCO Grant
- Purchase of Public Parking Lot on 2<sup>nd</sup> & Main - \$100,000 GOCO Grant



## **PALISADE BOARD OF TRUSTEES Staff Report**

**Meeting Date:**      November 9, 2021

**Department:**        Police Department

**Department Director:**      Chief Debra Funston

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### **STATS FOR OCTOBER**

269 Calls for Service, 25 less than September

#### **October Reports and Summons**

22 - Case Reports                      30 - Supplement Reports

2 - Arrests

    2 - Warrants

        1 – Fugitive of Justice

        1 – Crimes against At-Risk Adult

43 - Summons

    11 – Criminal

        3 - Possession of Marijuana Under 21 (Municipal)

        4 - Disorderly Conduct

        2- Theft

        1-Drunk and Disorderly

        1-Obstructing a peace officer or fireman

    32 - Traffic

        12 - County

            4 - Speeding 10-19 MPH

            2 - Drove w/out Insurance

            1 – Careless Driving

            2 - Driving Under Restraint/Revocation

            1 – Speeding 5-9 MPH

            1 – Drove W/O Valid DL

            1 – Expired Plate

        12 - Municipal

            5 - Speeding 5-9 MPH Over

            1 – Failed to display lamps when required

            1 – Failed to yield right-of-way to pedestrian in crosswalk

            1 – Passed on left unsafe manner

            4 - Speeding 10-19 MPH Over

**2744 calls year-to-date in 2021**

## **CODE COMPLIANCE**

Open Issues before October: 5

October Issues:

- |                     |                                     |
|---------------------|-------------------------------------|
| • LDC Sec. 4.08 A   | Planning Clearance Required: 3      |
| • LDC Sec. 10.10 E  | Prohibited Sign: 3                  |
| • PMC Sec. 7-4      | Public Nuisance: 3                  |
| • PMC Sec. 7-116    | Barking Dogs: 1                     |
| • PMC Sec. 8-4(v)9  | Camp/Oversized Trailer on Street: 5 |
| • PMC Sec. 8-44, 46 | Abandoned/Towed/Junked Vehicle: 4   |
| • Other             | Unfounded Complaints: 1             |

**Total: 20**

Closed issues in October: 20

Open issues at end of October: 5

**Issues Year to Date: 244**

## **TRAINING**

All officers of the Palisade Police Department completed In-Service firearms training on October 25, 2021.

## **SIGNIFICANT EVENTS & NOTEWORTHY INVESTIGATIONS:**

On April 2, 2021, the Police Department investigated a shooting incident on Iowa Ave, suspect Joseph Gossett (AKA; Radar) has taking a plea of guilty for Attempted Second Degree Homicide (16 -25 Years in prison) and will be scheduled with District Court for the sentencing process.

Investigations issued an arrest warrant for an adult female on Crimes Against At Risk Adult which occurred in the month of October. It included: 1 count of Criminal Exploitation of an At Risk Adult (Class 3-Felony), 1 count Theft from an At Risk Adult by one in a position of trust (Class 3-Felony), and additional felony charges ranging from class 4-felonies to class 5-felonies. This adult female was picked up on the arrest warrant and incarcerated at the Mesa County Jail Facility.





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P.O. Box 128  
Palisade, CO 81526

Phone: (970) 464-5602  
Fax: (970) 464-5609  
[www.townofpalisade.org](http://www.townofpalisade.org)

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## EXPENDITURES - APPROVAL BY DEPARTMENT

Council Meeting Date – Nov 9 , 2021

Date Range of Payables – Oct 21, 2021 – Nov 3, 2021

## Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 10/21/2021-11/03/2021

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
LINCOLN NATIONAL	PR1016211	Life Insurance - LN Pay Period: 1	10/21/2021	9.25	9.25	10/22/2021	
MUTUAL OF OMAHA INSURANC	PR1016211	LTD - MOA Pay Period: 10/16/20	10/21/2021	13.42	13.42	10/22/2021	
RECREATION PROGRAM REFU	10.26.2021 - CI	DEPOSIT REFUND	10/26/2021	100.00	.00		
RECREATION PROGRAM REFU	1171377285 -	BLUEGRASS REFUND - 2021	11/01/2021	600.80	.00		
RECREATION PROGRAM REFU	1174049975 -	BLUEGRASS REFUND - 2021	11/01/2021	300.40	.00		
RECREATION PROGRAM REFU	1272790669 -	BLUEGRASS REFUND - 2021	11/01/2021	125.00	.00		
RECREATION PROGRAM REFU	1287021815 -	BLUEGRASS REFUND - 2021	11/01/2021	160.00	.00		
RECREATION PROGRAM REFU	1300352788 -	BLUEGRASS REFUND - 2021	11/01/2021	40.00	.00		
ALPINE BANK CC	TB OCT 3111 -	EVENTBRITE REFUND	10/18/2021	15,887.45	.00		
Total :				17,236.32	22.67		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ADMINISTRATION</b>							
CAPITAL BUSINESS SYSTEMS	30382509	COPIER LEASE	11/01/2021	553.00	.00		
FRASIER, KELI	2021.10.26 - M	MILEAGE REIMBURSEMENT - 2	10/26/2021	367.66	.00		
OFFICE DEPOT	204521930001	OFFICE SUPPLY - ADMIN	10/18/2021	796.46	.00		
OFFICE DEPOT	204627745001	OFFICE SUPPLY - ADMIN	10/16/2021	33.80	.00		
OFFICE DEPOT	204627751001	OFFICE SUPPLY - ADMIN	10/16/2021	4.22	.00		
OFFICE DEPOT	204627752001	OFFICE SUPPLY - ADMIN	10/18/2021	30.58	.00		
PROVELOCITY LLC	32416	INFORMATION TECHNOLOGY	11/01/2021	7,260.50	.00		
XCEL ENERGY	751918668	ADMINISTRATION LIGHTS	10/13/2021	364.52	364.52	10/22/2021	
KARP NEU HANLON, PC	32664	ADMIN - PROFESSIONAL SERVI	11/03/2021	5,420.00	.00		
WILLIAM CARLSON	2021.08.18	MILEAGE	11/01/2021	27.73	.00		
WILLIAM CARLSON	2021.09.09	MILEAGE	11/01/2021	58.93	.00		
WILLIAM CARLSON	2021.09.09	REGISTRATION FEES	11/01/2021	54.67	.00		
WILLIAM CARLSON	2021.09.27	CML SEMINAR - HOTEL	11/01/2021	476.83	.00		
WILLIAM CARLSON	2021.09.27	CML SEMINAR - REGISTRATION	11/01/2021	245.00	.00		
WILLIAM CARLSON	2021.09.27	CML SEMINAR - MEALS	11/01/2021	211.00	.00		
WILLIAM CARLSON	2021.09.27	CML SEMINAR - MILEAGE	11/01/2021	276.08	.00		
WILLIAM CARLSON	2021.10.13	CML DIST 11 SEMINAR - MEALS	11/01/2021	23.00	.00		
WILLIAM CARLSON	2021.10.13	CML DIST 11 SEMINAR - MILEA	11/01/2021	117.16	.00		
WILLIAM CARLSON	2021.10.13	CML DIST 11 SEMINAR - HOTEL	11/01/2021	96.57	.00		
WILLIAM CARLSON	2021.10.20	MILEAGE	11/01/2021	116.00	.00		
ALPINE BANK CC	BR OCT 5819 -	COMM DEV - HOSPITALITY/FOO	10/18/2021	32.98	.00		
ALPINE BANK CC	JH OCT 3061 -	ADMIN - TRAVEL/TRAINING - BR	10/18/2021	14.99	.00		
ALPINE BANK CC	JH OCT 3061 -	ADMIN - TRAVEL/TRAINING - BR	10/18/2021	110.50	.00		
ALPINE BANK CC	JH OCT 3061 -	ADMIN - DUES	10/18/2021	14.99	.00		
ALPINE BANK CC	JH OCT 3061 -	ADMIN - DUES	10/18/2021	52.99	.00		
ALPINE BANK CC	JH OCT 3061 -	ADMIN - OPERATING	10/18/2021	117.95	.00		
ALPINE BANK CC	JH OCT 3061 -	ADMIN - TRAVEL/TRAINING	10/18/2021	80.50	.00		
ALPINE BANK CC	JH OCT 3061 -	ADMIN - OPERATING	10/18/2021	34.37	.00		
ALPINE BANK CC	KF OCT 3160 -	ADMIN - OPERATING - BUSINES	10/18/2021	139.99	.00		
ALPINE BANK CC	KF OCT 3160 -	ADMIN - OPERATING	10/18/2021	10.00	.00		
ALPINE BANK CC	KF OCT 3160 -	ADMIN - MESA COUNTY RECOR	10/18/2021	44.11	.00		
ALPINE BANK CC	KF OCT 3160 -	ADMIN - TRAVEL/TRAINING	10/18/2021	550.00	.00		
ALPINE BANK CC	TB OCT 3111 -	ADMIN - OFFICE SUPPLIES - SU	10/18/2021	84.00	.00		
Total ADMINISTRATION:				17,821.08	364.52		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COMMUNITY DEVELOPMENT</b>							
WINE VALLEY INN B & B	209808	COMM DEV - TAB RETREAT	11/02/2021	219.60	.00		
ALPINE BANK CC	BR OCT 5819 -	COMM DEV - MESA COUNTY R	10/18/2021	23.71	.00		
ALPINE BANK CC	BR OCT 5819 -	COMM DEV - TRAVEL/TRAINING	10/18/2021	22.98-	.00		
ALPINE BANK CC	ML OCT 3103 -	COMM DEV - DUES	10/18/2021	14.99	.00		
Total COMMUNITY DEVELOPMENT:				235.32	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>TOURISM FUND</b>							
ALPINE BANK CC	KF OCT 3160 -	TOURISM - ON LINE MARKETIN	10/18/2021	170.00	.00		
Total TOURISM FUND:				170.00	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>RECREATION</b>							
ALPINE BANK CC	BC OCT 3152 -	RECREATION	10/18/2021	59.70	.00		
ALPINE BANK CC	KF OCT 3160 -	BLUEGRASS MARKETING	10/18/2021	66.99	.00		
HUNTER, SERAPHINA	2021.10.14 - P	TRICK OR TREAT SUPPLIES	10/14/2021	300.00	.00		
AMAZON CAPITAL SERVICES	1VWP-FKJR-T	RECREATION - TRICK OR TREA	11/01/2021	147.70	.00		
AMAZON CAPITAL SERVICES	1VWP-FKJR-T	RECREATION - TRICK OR TREA	11/01/2021	84.40	.00		
AMAZON CAPITAL SERVICES	1VWP-FKJR-T	RECREATION - TRICK OR TREA	11/01/2021	134.95	.00		
AMAZON CAPITAL SERVICES	1VWP-FKJR-T	RECREATION - TRICK OR TREA	11/01/2021	134.95	.00		
AMAZON CAPITAL SERVICES	1VWP-FKJR-T	RECREATION - TRICK OR TREA	11/01/2021	117.24	.00		
AMAZON CAPITAL SERVICES	1VWP-FKJR-T	RECREATION - TRICK OR TREA	11/01/2021	39.08	.00		
AMAZON CAPITAL SERVICES	1VWP-FKJR-T	RECREATION - TRICK OR TREA	11/01/2021	39.08	.00		
Total RECREATION:				1,124.09	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POLICE</b>							
BOOKCLIFF AUTO PARTS INC	328354	PD- VEHICLE MAINTENANCE	10/25/2021	6.78	.00		
CITY OF GRAND JUNCTION	2021-0007816	911 CHARGES PD	11/01/2021	8,799.50	.00		
COOP COUNTRY	244549	PD CAR WASH	10/27/2021	2.53	.00		
COOP COUNTRY	244550	PD CAR WASH	10/27/2021	8.00	.00		
ALPINE BANK CC	DF OCT 3129 -	PD - TRAINING	10/18/2021	89.82	.00		
ALPINE BANK CC	DF OCT 3129 -	PD - OPERATING SUPPLIES	10/18/2021	36.00	.00		
ALPINE BANK CC	DF OCT 3129 -	PD - PROFESSIONAL SERVICE	10/18/2021	50.00	.00		
ALPINE BANK CC	DF OCT 3129 -	PD - OPERATING SUPPLIES	10/18/2021	34.40	.00		
ALPINE BANK CC	FM OCT 3145 -	PD - OPERATING SUPPLIES	10/18/2021	31.99	.00		
ALPINE BANK CC	TB OCT 3111 -	PD - PROFESSIONAL SERVICE	10/18/2021	486.88	.00		
RHINEHART OIL CO., LLC	IN-476011-21	PD - GAS/DIESEL	10/22/2021	118.93	.00		
Total POLICE:				9,664.83	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CEMETERY</b>							
GOODWIN SERVICE, INC.	9770	TOILET CLEANING - CEMETER	11/01/2021	60.00	.00		
XCEL ENERGY	751918668	CEMETERY LIGHTS	10/13/2021	139.19	139.19	10/22/2021	
RHINEHART OIL CO., LLC	IN-476011-21	CEMETERY - GAS/DIESEL	10/22/2021	29.07	.00		
Total CEMETERY:				228.26	139.19		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FIRE / EMS</b>							
BOUND TREE MEDICAL, LLC	84253103	MEDICAL SUPPLIES/EMS	10/18/2021	185.00	185.00	10/27/2021	
BOUND TREE MEDICAL, LLC	84256859	MEDICAL SUPPLIES/EMS	10/20/2021	51.50	51.50	10/27/2021	
BOUND TREE MEDICAL, LLC	84258749	MEDICAL SUPPLIES/EMS	10/21/2021	136.00	136.00	10/27/2021	
BOUND TREE MEDICAL, LLC	84260541	MEDICAL SUPPLIES/EMS	10/22/2021	45.79	.00		
BOUND TREE MEDICAL, LLC	84261956	MEDICAL SUPPLIES/EMS	10/25/2021	178.50	.00		
BOUND TREE MEDICAL, LLC	84267522	MEDICAL SUPPLIES/EMS	10/28/2021	178.50	.00		
CITY OF GRAND JUNCTION	2021-0007816	911 CHARGES- FD	11/01/2021	2,407.41	.00		
CLIFTON FIRE PROTECTION DI	21-10-009	CONTRACT ADMIN SERVICES	10/28/2021	5,000.00	.00		
PALISADE PHARMACY	8748	EMS - MEDICAL SUPPLIES	10/21/2021	23.33	.00		
GCR TIRES & SERVICE	202-124282	FD - VEHICLE REPAIRS	10/26/2021	960.33	.00		
TWO-WAY COMMUNICATIONS	20-00657	RADIO - NEW AMBULANCE	10/19/2021	1,017.70	.00		
XCEL ENERGY	751918668	FIRE/EMS LIGHTS	10/13/2021	873.67	873.67	10/22/2021	
CHARTER COMMUNICATIONS	000082010212	INTERNET FIRE DEPT.	10/21/2021	155.29	.00		
ALPINE BANK CC	CB OCT 5827 -	FD - TRAINING	10/18/2021	527.04	.00		
ALPINE BANK CC	CB OCT 5827 -	FD - TRAINING	10/18/2021	55.35	.00		
ALPINE BANK CC	CB OCT 5827 -	FD - TRAINING	10/18/2021	55.36	.00		
ALPINE BANK CC	CB OCT 5827 -	FD - TRAINING	10/18/2021	45.62	.00		
ALPINE BANK CC	JW OCT 5835 -	FD - TRAINING	10/18/2021	419.00	.00		
ALPINE BANK CC	JW OCT 5835 -	FD - TRAINING	10/18/2021	704.00	.00		
HARTMAN BROTHERS, INC	356958	FD - OXYGEN	10/26/2021	20.15	.00		
RHINEHART OIL CO., LLC	IN-476011-21	FD/EMS - GAS/DIESEL	10/22/2021	82.79	.00		
Total FIRE / EMS:				13,122.33	1,246.17		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>EMS</b>							
BOOKCLIFF AUTO PARTS INC	328689	STREETS / PARKS SHARED CO	10/26/2021	9.29	.00		
COOP COUNTRY	244551	PW CAR WASH	10/27/2021	2.00	.00		
TYLER BATTERY	110243	SHARED COSTS	11/02/2021	97.46	.00		
ALPINE BANK CC	DJ OCT 4424 -	SHARED EXPENSES	10/18/2021	7.99	.00		
ALPINE BANK CC	DJ OCT 4424 -	SHARED EXPENSES	10/18/2021	21.96	.00		
ALPINE BANK CC	DJ OCT 4424 -	SHARED EXPENSES	10/18/2021	27.98	.00		
ALPINE BANK CC	DJ OCT 4424 -	SHARED EXPENSES	10/18/2021	2.19	.00		
Total EMS:				168.87	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>STREETS</b>							
DELTA RIGGING & TOOLS, INC.	GRA_PSI0008	STREETS - SUPPLIES	10/20/2021	40.00	.00		
XCEL ENERGY	751918668	STREET LIGHTS	10/13/2021	3,086.08	3,086.08	10/22/2021	
XCEL ENERGY	751918668	STREET LIGHTS	10/13/2021	112.62	112.62	10/22/2021	
XCEL ENERGY	751918668	307 MAIN -CHARGING STATION	10/13/2021	29.24	29.24	10/22/2021	
ALPINE BANK CC	DM OCT 4309	STREETS - OPERATING	10/18/2021	20.72	.00		
ALPINE BANK CC	DM OCT 4309	STREETS - OPERATING	10/18/2021	49.57	.00		
ALPINE BANK CC	DM OCT 4309	STREETS - OPERATING	10/18/2021	15.99	.00		
ALPINE BANK CC	DM OCT 4309	STREETS - OPERATING	10/18/2021	10.76	.00		
ALPINE BANK CC	MIKEL OCT 46	STREETS - OPERATING	10/18/2021	9.99	.00		
ALPINE BANK CC	ML OCT 3103 -	STREETS - REPAIR & MAINT ST	10/18/2021	569.17	.00		
ALPINE BANK CC	ML OCT 3103 -	STREETS - REPAIR & MAINT ST	10/18/2021	536.34	.00		
TRUEWERK	803474	UNIFORMS - STREETS	10/21/2021	151.86	.00		
RHINEHART OIL CO., LLC	IN-476011-21	STREETS - GAS/DIESEL	10/22/2021	72.67	.00		
AGAVE CONSTRUCTION, LLC	AG-254	STREETS - REPAIR & MAINT ST	10/28/2021	25,822.75	.00		
AGAVE CONSTRUCTION, LLC	AG-255	STREETS - REPAIR & MAINT ST	10/28/2021	763.75	.00		
Total STREETS:				31,291.51	3,227.94		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WATER</b>							
HACH COMPANY	12716002	WATERPLANT SUPPLIES	10/27/2021	103.05	.00		
HACH COMPANY	12718501	WATERPLANT SUPPLIES	10/28/2021	387.90	.00		
U S POSTOFFICE	OCT 2021 UTI	WATER	11/02/2021	183.75	183.75	11/02/2021	
UPLAND GRAVEL	3366	WATER - BACKFILL MATERIAL	10/22/2021	635.89	.00		
UTILITY NOTIFICATION	221101094	RTL TRANSMISSIONS	10/31/2021	200.64	.00		
XCEL ENERGY	751918668	WATER LIGHTS	10/13/2021	137.24	137.24	10/22/2021	
XCEL ENERGY	751918668	175 1/2 E. 3RS - BULK WATER S	10/13/2021	14.72	14.72	10/22/2021	
COOP COUNTRY	244396	WATER SUPPLIES	10/19/2021	18.58	.00		
DPE, LLC	6921	SITE LEASE-PAL PT.	10/31/2021	75.00	.00		
COLORADO CSG II LLC	10041108	SUBSCRIBER - WATER	11/01/2021	769.05	.00		
ALPINE BANK CC	BC OCT 3152 -	WATER - BLDG MAINT & REPAI	10/18/2021	20.94	.00		
ALPINE BANK CC	BC OCT 3152 -	WATER - BLDG MAINT & REPAI	10/18/2021	3.39	.00		
ALPINE BANK CC	BC OCT 3152 -	WATER - BLDG MAINT & REPAI	10/18/2021	59.55	.00		
ALPINE BANK CC	BC OCT 3152 -	WATER - BLDG MAINT & REPAI	10/18/2021	14.99	.00		
ALPINE BANK CC	BF OCT 4622 -	WATER - OPERATING	10/18/2021	11.49	.00		
ALPINE BANK CC	DJ OCT 4424 -	STREETS - REPAIR & MAINT EQ	10/18/2021	22.16	.00		
ALPINE BANK CC	DJ OCT 4424 -	WATER REPAIR & MAINT - VEHI	10/18/2021	141.55	.00		
ALPINE BANK CC	DJ OCT 4424 -	WATER REPAIR & MAINT - VEHI	10/18/2021	48.26	.00		
ALPINE BANK CC	FM OCT 3145 -	WATER - TRAINING	10/18/2021	400.00	.00		
ALPINE BANK CC	FM OCT 3145 -	WATER - OPERATING	10/18/2021	55.75	.00		
ALPINE BANK CC	FM OCT 3145 -	WATER - OPERATING	10/18/2021	111.55	.00		
ALPINE BANK CC	FM OCT 3145 -	WATER REPAIR & MAINT - VEHI	10/18/2021	3.99	.00		
ALPINE BANK CC	FM OCT 3145 -	WATER - OPERATING	10/18/2021	17.97	.00		
ALPINE BANK CC	FM OCT 3145 -	WATER - OPERATING	10/18/2021	38.99	.00		
ALPINE BANK CC	MIKEL OCT 46	WATER REPAIR & MAINT - VEHI	10/18/2021	115.95	.00		
ALPINE BANK CC	ML OCT 3103 -	WATER - TRAINING	10/18/2021	1,050.00	.00		
ALPINE BANK CC	ML OCT 3103 -	WATER - OPERATING	10/18/2021	83.33	.00		
AMAZON CAPITAL SERVICES	1RJ4-7TJF-34	WATER - OPERATING SUPPLIE	11/01/2021	29.99	.00		
RHINEHART OIL CO., LLC	IN-476011-21	WATER - GAS/DIESEL	10/22/2021	101.74	.00		
Total WATER:				4,857.41	335.71		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER PLANT</b>							
HACH COMPANY	12703086	SEWER PLANT IMPROVEMENT	10/20/2021	10,425.28	.00		
U S POSTOFFICE	OCT 2021 UTI	TRASH	11/02/2021	45.94	45.94	11/02/2021	
XCEL ENERGY	751918668	SEWER LIGHTS	10/13/2021	166.41	166.41	10/22/2021	
XCEL ENERGY	751918668	661 BRENTWOOD DR	10/13/2021	11.65	11.65	10/22/2021	
COLORADO CSG II LLC	10041108	SUBSCRIBER - SEWER	11/01/2021	769.04	.00		
ALPINE BANK CC	BF OCT 4622 -	SEWER - TRAINING	10/18/2021	107.43-	.00		
ALPINE BANK CC	FH OCT 4614 -	SEWER PLANT SUPPLIES	10/18/2021	94.23	.00		
ALPINE BANK CC	FH OCT 4614 -	SEWER PLANT SUPPLIES	10/18/2021	1.09-	.00		
ALPINE BANK CC	FH OCT 4614 -	SEWER PLANT SUPPLIES	10/18/2021	17.16	.00		
RHINEHART OIL CO., LLC	IN-476011-21	SEWER - GAS/DIESEL	10/22/2021	29.08	.00		
Total SEWER PLANT:				11,450.27	224.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER COLLECTION</b>							
FREMAREK, INC	0745871-IN	SEWER PLANT CHECMICALS	10/22/2021	462.07	.00		
U S POSTOFFICE	OCT 2021 UTI	SEWER	11/02/2021	45.94	45.94	11/02/2021	
PLATINUM TOWING, LLC.	21-25172	VEHICLE TOWING - SEWER CO	10/25/2021	122.00	.00		
ALPINE BANK CC	ML OCT 3103 -	SEWER COLLECTION - COMPU	10/18/2021	14.99	.00		
Total SEWER COLLECTION:				645.00	45.94		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
U S POSTOFFICE	OCT 2021 UTI	SOLID WASTE	11/02/2021	91.87	91.87	11/02/2021	
Total :				91.87	91.87		


Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>PARKS</b>							
GOODWIN SERVICE, INC.	9770	TOILET CLEANING - RIVERBEN	11/01/2021	120.00	.00		
GOODWIN SERVICE, INC.	9770	TOILET CLEANING-BIKE TREK	11/01/2021	60.00	.00		
GOODWIN SERVICE, INC.	9770	VAULT CLEANING	11/01/2021	300.00	.00		
GOODWIN SERVICE, INC.	98687	PALISADE RIM - PORTABLE TOI	10/15/2021	240.00	.00		
XCEL ENERGY	751918668	PARKS LIGHTS	10/13/2021	370.45	370.45	10/22/2021	
ALPINE BANK CC	BC OCT 3152 -	PARKS - SUPPLIES	10/18/2021	44.99	.00		
ALPINE BANK CC	DJ OCT 4424 -	PARKS - VEHICLE MAINT	10/18/2021	6.50	.00		
ALPINE BANK CC	DJ OCT 4424 -	PARKS - VEHICLE MAINT	10/18/2021	47.89	.00		
ALPINE BANK CC	DJ OCT 4424 -	PARKS - VEHICLE MAINT	10/18/2021	4.54	.00		
ALPINE BANK CC	DJ OCT 4424 -	PARKS - OPERATING	10/18/2021	2.00	.00		
ALPINE BANK CC	TWARD OCT 0	PARKS - RIVERBEND IMPROVE	10/18/2021	992.00	.00		
ALPINE BANK CC	TWARD OCT 0	PARKS - RIVERBEND IMPROVE	10/18/2021	132.00	.00		
ALPINE BANK CC	TWARD OCT 0	PARKS - SUPPLIES	10/18/2021	41.57	.00		
ALPINE BANK CC	TWARD OCT 0	PARKS - SUPPLIES	10/18/2021	881.19	.00		
ALPINE BANK CC	TWARD OCT 0	PARKS - SUPPLIES	10/18/2021	158.94	.00		
ALPINE BANK CC	TWARD OCT 0	PARKS - OPERATING	10/18/2021	247.52	.00		
RHINEHART OIL CO., LLC	IN-476011-21	PARKS - GAS/DIESEL	10/22/2021	58.14	.00		
Total PARKS:				3,707.73	370.45		



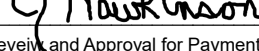
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POOL</b>							
XCEL ENERGY	751918668	POOL LIGHTS	10/13/2021	619.32	619.32	10/22/2021	
Total POOL:				619.32	619.32		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FACILITIES</b>							
CURRENT SOLUTIONS, LLC.	10180	FACILITIES - BADGE READER -	11/03/2021	1,813.00	.00		
TAYLOR FENCE COMPANY /	G54173	FACILITIES - FENCE RENTAL -	10/14/2021	148.60	.00		
TAYLOR FENCE COMPANY /	G54362	FACILITIES - FENCE RENTAL -	10/21/2021	248.40	.00		
XCEL ENERGY	751918668	FACILITIES LIGHTS	10/13/2021	230.21	230.21	10/22/2021	
XCEL ENERGY	751918668	711 IOWA - GYM	10/13/2021	420.09	420.09	10/22/2021	
TERMINIX	257493	PEST CONTROL	10/12/2021	65.00	.00		
ALPINE BANK CC	BC OCT 3152 -	BLDG - REPAIR & MAINT - FD	10/18/2021	5.98	.00		
ALPINE BANK CC	BC OCT 3152 -	BLDG - REPAIR & MAINT - ANNE	10/18/2021	7.78	.00		
ALPINE BANK CC	BC OCT 3152 -	FACILITIES - 5203 - SUPPLIES	10/18/2021	584.64	.00		
ALPINE BANK CC	BC OCT 3152 -	BLDG - REPAIR & MAINT - FD	10/18/2021	20.97	.00		
ALPINE BANK CC	BC OCT 3152 -	BLDG - REPAIR & MAINT - COM	10/18/2021	18.57	.00		
ALPINE BANK CC	BC OCT 3152 -	BLDG - REPAIR & MAINT	10/18/2021	19.98	.00		
ALPINE BANK CC	TRAVEL 1 OCT	BLDG - REPAIR & MAINT - BRO	10/18/2021	38.35	.00		
ALPINE BANK CC	TRAVEL 1 OCT	BLDG - REPAIR & MAINT - BRO	10/18/2021	120.45	.00		
ALPINE BANK CC	TRAVEL 1 OCT	BLDG - REPAIR & MAINT - BRO	10/18/2021	84.57	.00		
ALPINE BANK CC	TWARD OCT 0	BLDG - REPAIR & MAINT - FD	10/18/2021	21.96	.00		
ALPINE BANK CC	TWARD OCT 0	BLDG - REPAIR & MAINT - COM	10/18/2021	109.90	.00		
ALPINE BANK CC	TWARD OCT 0	BLDG - REPAIR & MAINT - COM	10/18/2021	122.97	.00		
ALPINE BANK CC	TWARD OCT 0	BLDG - REPAIR & MAINT - COM	10/18/2021	51.98	.00		
ALSCO INC	LGRA2557247	BUILDING - REP & MAINT - FLO	10/22/2021	49.31	.00		
ALSCO INC	LGRA2559714	BUILDING - REP & MAINT - FLO	10/29/2021	49.31	.00		
Total FACILITIES:				4,232.02	650.30		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
J-U-B ENGINEERS	0147147	PALISADE HWY 6 MMOF	10/20/2021	2,500.00	.00		
STOLFUS & ASSOCIATES, INC	4000.049.01-0	CAPITAL PROJECTS - HWY 6 SI	10/21/2021	3,075.00	.00		
Total :				5,575.00	.00		
Grand Totals:				122,241.23	7,338.08		

Finance Director:   
(Finance Department Review and Approval for Payment)

Date: 11/4/2021

Town Manager:   
(Administrative Review and Approval for Payment)

Date: 11.5.2021

Mayor: \_\_\_\_\_  
(Board of Trustees Review and Approval for Payment)

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

Town Clerk: \_\_\_\_\_  
(Document Recorded)

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

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail Input date = 10/21/2021-11/03/2021

Glenwood Springs – Main Office

201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

Aspen

323 W. Main Street  
Suite 301  
Aspen, CO 81611

Montrose

1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

Office: 970.945.2261

Fax: 970.945.7336

[\\*Direct Mail to Glenwood Springs](#)

DATE: November 3, 2021  
TO: Palisade Mayor and Board  
FROM: Karp Neu Hanlon, P.C.  
RE: Opioid Settlement

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Under cover of this memo for your consideration are several documents and agreements relating to the proposed national opioid settlement between state and local governments, and companies responsible for the opioid crisis, including Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson. The State of Colorado is set to receive up to \$400 million of settlement funds intended to abate the opioid crisis, and likely more from the bankruptcy proceedings of Purdue Pharma. The Colorado funds are to be distributed as follows: 10% to the state, 20% to local governments, 60% to regions (multi-jurisdiction councils), and 10% to infrastructure projects. The formula agreed upon for local government distribution is based on the severity of the opioid epidemic in that area. Municipality funds will be distributed through the counties on a default allocation. Additional funds are apportioned to counties and the regional council governing process. These settlement terms and formulas were negotiated by the Colorado Attorney General's Office, Colorado Municipal League, and Colorado Counties Inc. Below is a breakdown of how an assumed \$400 million state settlement will benefit Palisade over 18 years.

Town of Palisade	Mesa County	Region 13 (Mesa County)
\$5,106	\$1,407,500	\$6,938,640

Even if a local government is not set to receive a significant direct payment, it is still important that all local governments participate at such a level as to meet the 95% participation threshold required under the settlement to release the funds. In the event that a municipality elects not to receive its allotted direct payment, it can still sign onto the settlement and transfer funds to the regional council.

**Recommendation:** Authorize the Mayor to sign the following agreements:

- Colorado Opioids Memorandum of Understanding with the Colorado Attorney General
- Exhibit K Settlement Participation Form: Janssen Settlement release
- Exhibit K Settlement Participation Form: Distributor Settlement release
- Colorado Subdivision Escrow Agreement authorizing Colorado Municipal League to act as escrow agent for the municipality

**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"),

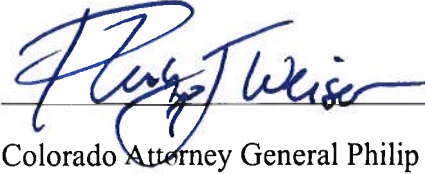
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through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

  
Colorado Attorney General Philip J. Weiser



This **Colorado Opioids Settlement Memorandum of Understanding** is  
signed this 9th day of November, 2021 by:

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Name & Title: Greg Mikolai, Mayor

On behalf of the Town of Palisade, Colorado

# 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\*

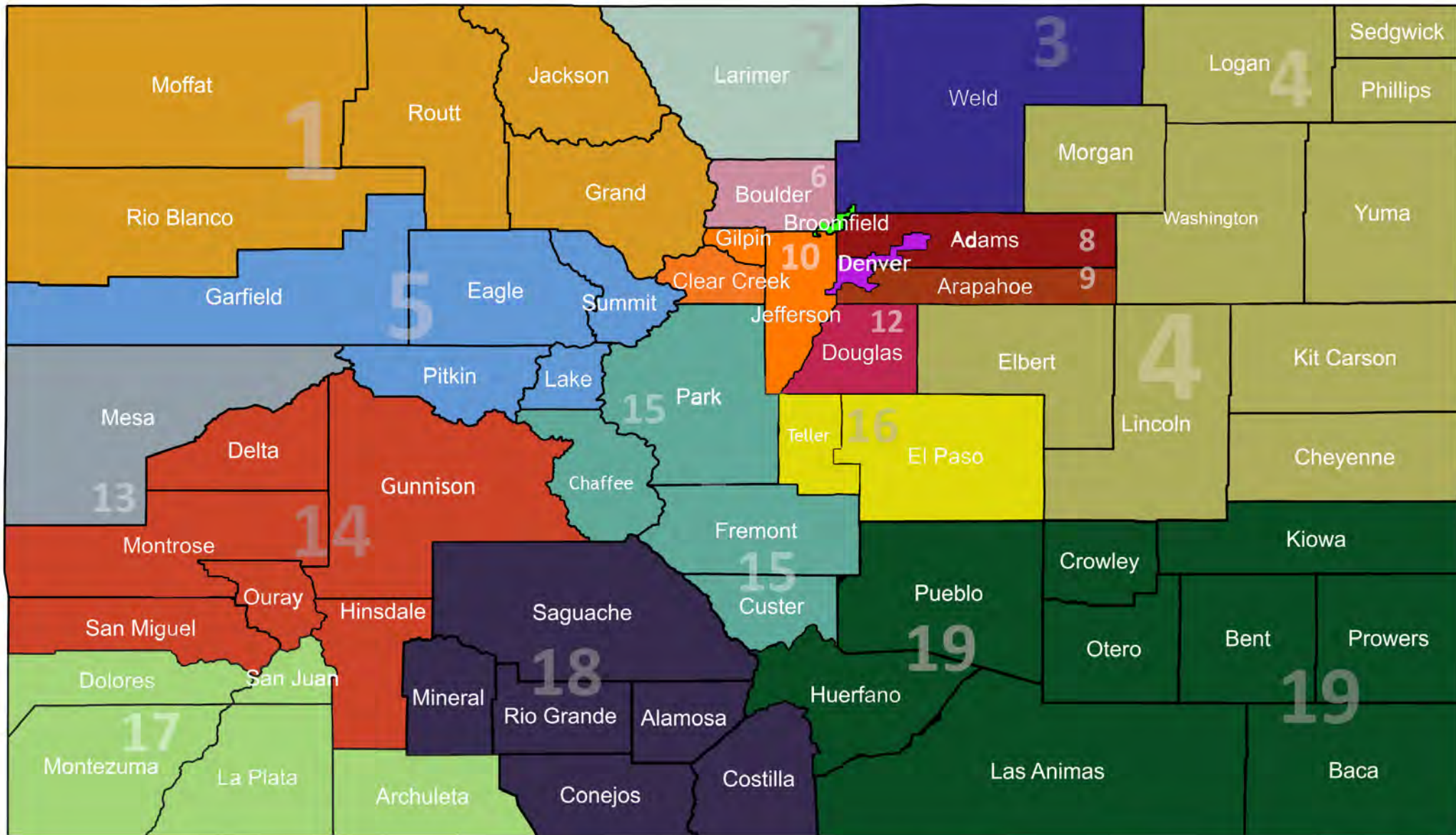
Government Name	County	Gov't Type	Multi-County
<b>Yuma County</b>	<b>Yuma</b>	<b>County</b>	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

\*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%
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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

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<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.

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## **EXHIBIT K**

### **Settlement Participation Form**

Governmental Entity: Town of Palisade	State: Colorado
Authorized Official: Greg Mikolai, Mayor	
Address 1: 175 East 3rd Street	
Address 2: PO Box 128	
City, State, Zip: Palisade, CO 81526	
Phone: 970-464-5602	
Email: info@townofpalisade.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a 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: Greg Mikolai

Title: Mayor

Date: November 9, 2021

**EXHIBIT K**

**Subdivision Settlement Participation Form**

Governmental Entity: Town of Palisade	State: Colorado
Authorized Official: Greg Mikolai, Mayor	
Address 1: 175 East 3rd Street	
Address 2: PO Box 128	
City, State, Zip: Palisade, CO 81526	
Phone: 970-464-5602	
Email: <a href="mailto:info@townofpalisade.org">info@townofpalisade.org</a>	

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: Greg Mikolai

Title: Mayor

Date: November 9, 2021

## Colorado Subdivision Escrow Agreement

Governmental Entity: Town of Palisade	State: CO
Authorized Official: Greg Mikolai, Mayor	
Address 1: 175 East 3rd Street	
Address 2: PO Box 128	
City, State, Zip: Palisade, CO 81526	
Phone: 970-464-5602	
Email: info@townofpalisade.org	

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: Town of Palisade

_____	<u>November 9, 2021</u>
Authorized Signature	Date



## PALISADE BOARD OF TRUSTEES

### Agenda Item Cover Sheet

**Meeting Date:** November 9, 2021

**Presented By:** Matt Lemon

**Department:** Utilities Department, Parks, Fire, Police

**Re:** Town of Palisade Auction

---

**SUBJECT:**

Town staff would like to auction off equipment that is no longer operational or expected to cost more than its value to repair.

**SUMMARY:**

Palisade Auction Items				Novmeber 2021	
	<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Est. Mileage</u>
Fire:	Ambulance	Ford	F-450	2004	74,339
	Ambulance	Ford	F-450	2007	188,660
	Ladder Truck	PemFab		1982	10,671
	Compressor	Eagle Air	KA5E3	1988	N/A
Police:	Pick up Ext. Cab	Ford	F150	2006	152,954
		Wiring harness splices and front end issues			
Utilities:	Pick up Reg Cab	GMC	2500	2001	115,000
		Bad Transmission and body damage			
Parks:	Pick up Reg Cab	GMC	2500	2005	112,000
		Dash inoperative, engine overheat and body damage			

Town staff has worked hard to keep our equipment operating. This equipment is not currently in use by their departments. These will need to be replaced in future with board approval.

**BOARD DIRECTION:**

Authorize Town of Palisade Administrator to coordinate a closed bid auction for the listed equipment.





Ford F150 – Police



GMC 2500



GMC 2500



## **PALISADE BOARD OF TRUSTEES**

### **Agenda Item Cover Sheet**

**Meeting Date:** November 9, 2021

**Presented By:** Troy Ward - Director of Parks, Recreation, and Events

**Department:** Parks, Recreation, and Events

**Re:** Purchase of 3 new 2022 Ford Maverick XL hybrid trucks

---

**SUBJECT:**

Permission for the Town Manger to purchase 3 new 2022 Ford Maverick XL hybrid trucks

**SUMMARY:**

Until recently the Town has never had a long-term vehicle replacement or repair program. This has led to an overwhelmingly aged out and depleted vehicle fleet. Research into current vehicle needs for staff and advancements in hybrid technologies have brought us to the conclusion that transitioning some staff to smaller-more fuel efficient-hybrid trucks is prudent. Ford Motor company has released the new 2022 Ford Maverick XL hybrid truck with an estimated 40mpg. The smaller and more environmentally friendly vehicle will replace some of the much older, larger, and significantly less environmentally friendly trucks.

Dealer quotes estimate the purchase of these vehicles to be approximately \$22,200 per vehicle. It is estimated that the Town can purchase all 3 vehicles for about \$67,000.

Please see attached pictures and quotes.

**BOARD DIRECTION:**

Give permission for the Town Manager to purchase 3 new 2022 Ford Maverick hybrid trucks.



Digitally generated image shown. Actual vehicle may vary. See your dealer for details.



**2022 Maverick**  
XL - SUPERCREW®





**Company:** Town Of Palisade

**Primary Contact:** Troy Ward

**Phone:** 8122674

**Sales Manager:**

**Sales Person:** Daniel Godwin (Red)

**DMS Number:**

**Email:** tward@townofpalisade.org

**Address:** PO BOX 128  
175 E 3RD ST  
PALISADE, CO 81526

**New 2022 Ford Maverick**

**Stock:**

**VIN:**

**Odometer:**

**Color:**

**Engine:**

**Transmission:**

**MPG:**

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**Cash**

**\$ 22,124.00**

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**CASH DETAILS**

Retail Price	\$ 21,725.00
<b>NET SELLING PRICE</b>	<b>\$ 21,725.00</b>
<b>SALES SUB TOTAL</b>	<b>\$ 21,725.00</b>
<b>FINAL PRICE</b>	<b>\$ 22,124.00</b>

×

Customer Signature

×

Sales Signature



Preview Order 1045 - W8E - SuperCrew FWD - 4.5' Box: Order Summary Time of Preview: 11/05/2021 13:01:28

Dealership Name: Western Slope Ford

Sales Code : F56485

Dealer Rep.	Daniel Godwin	Type	Fleet	Vehicle Line	Maverick	Order Code	1045
Customer Name	Town Palisade	Priority Code	A4	Model Year	2022	Price Level	220

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8EO MAVERICK XL FWD	\$19995	FLR LNRS WITHOUT CARPETED MATS	\$135
.121.0" WHEELBASE	\$0	REAR UNDERSEAT BINS	\$0
TOTAL BASE VEHICLE	\$19995	TRAILER HITCH RECEIVER	\$100
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
CLOTH	\$0	FRONT LICENSE PLATE BRACKET	\$0
EBONY	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
EQUIPMENT GROUP 100A	\$0	FUEL CHARGE	\$0
.XL TRIM	\$0	PRICED DORA	\$0
.2.5L HYBRID ENGINE	\$0	ADVERTISING ASSESSMENT	\$0
.AUTO CV TRANSMISSION	\$0	DESTINATION & DELIVERY	\$1495
			MSRP
TOTAL BASE AND OPTIONS			\$21725
DISCOUNTS			NA
TOTAL			\$21725

ORDERING FIN: KC143 END USER FIN: KC143

SHIP TO : F56485

2264 Hwy 6 & 50, Grand Junction, CO, 81505-9410

MSRP  
\$21725  
+ \$399 DTH  
\$22,124

Customer Name:  
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*



## Quote Worksheet

Quote Number:	159708		
1. Fin Inst:	CCCU	15. MBI:	
2. Cust Name:		16. CL/A&H Code:	NO
3. Stock Number:	1045		
Days in Stock:		17. Total Fee/Options:	\$ 399.00
		18. Sales Tax:	
4. Sales Price:	\$ 21,725.00		
5. Total We Owe:		19. 1st Payment Date:	11/05/21
6. Cash Down:			
7. Rebate:		Sale Subtotal:	\$ 21,725.00
8. APR:		Total Financed:	\$ 22,124.00
9. Term:		Finance Charge:	
10. Trade 1 Allowance:		Deferred Price:	
11. Trade 1 Payoff:		Unpaid Balance:	\$ 22,124.00
12. Tot Trade Net Allo:			
13. Net Trades 1 and 2:			
14. MONTHLY PAYMENT	\$ 22,124.00		

## Command Window

Command (?):

Enter a command, a field number, or press a function key. Enter ? for help.

F3-Sv/Ex

F5-RRcall

F6-Cust

F7-Veh

F8-Trd

F10-Misc

SF11-&gt;



**Company:** Town Of Palisade

**Primary Contact:** Troy Ward

**Phone:** 8122674

**Sales Manager:**

**Sales Person:** Daniel Godwin (Red)

**DMS Number:**

**Email:** tward@townofpalisade.org

**Address:** PO BOX 128  
175 E 3RD ST  
PALISADE, CO 81526

**New 2022 Ford Maverick**

**Stock:**

**VIN:**

**Odometer:**

**Color:**

**Engine:**

**Transmission:**

**MPG:**

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**Cash**

**\$ 22,124.00**

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**CASH DETAILS**

Retail Price	\$ 21,725.00
<b>NET SELLING PRICE</b>	<b>\$ 21,725.00</b>
<b>SALES SUB TOTAL</b>	<b>\$ 21,725.00</b>
<b>FINAL PRICE</b>	<b>\$ 22,124.00</b>

X

Customer Signature

X

Sales Signature



Preview Order 1046 - W8E - SuperCrew FWD - 4.5' Box: Order Summary Time of Preview: 11/05/2021 13:03:37

Dealership Name: Western Slope Ford

Sales Code : F56485

Dealer Rep.	Daniel Godwin	Type	Fleet	Vehicle Line	Maverick	Order Code	1046
Customer Name	Town Palisade	Priority Code	A4	Model Year	2022	Price Level	220

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8EO MAVERICK XL FWD	\$19995	FLR LNRS WITHOUT CARPETED MATS	\$135
.121.0" WHEELBASE	\$0	REAR UNDERSEAT BINS	\$0
TOTAL BASE VEHICLE	\$19995	TRAILER HITCH RECEIVER	\$100
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
CLOTH	\$0	FRONT LICENSE PLATE BRACKET	\$0
EBONY	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
EQUIPMENT GROUP 100A	\$0	FUEL CHARGE	\$0
.XL TRIM	\$0	PRICED DORA	\$0
.2.5L HYBRID ENGINE	\$0	ADVERTISING ASSESSMENT	\$0
.AUTO CV TRANSMISSION	\$0	DESTINATION & DELIVERY	\$1495
			MSRP
TOTAL BASE AND OPTIONS			\$21725
DISCOUNTS			NA
TOTAL			\$21725
ORDERING FIN: KC143 END USER FIN: KC143			
SHIP TO : F56485			
2264 Hwy 6 & 50, Grand Junction, CO, 81505-9410			

MSRP  
\$21725  
NA  
\$21725  
✓ 399 D:H  
\$22,124

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature

Date

***This order has not been submitted to the order bank.***

***This is not an invoice.***



## Quote Worksheet

Quote Number:	159708		
1. Fin Inst:	CCCU	15. MBI:	
2. Cust Name:		16. CL/A&H Code:	NO
3. Stock Number:	1046		
Days in Stock:		17. Total Fee/Options:	\$ 399.00
		18. Sales Tax:	
4. Sales Price:	\$ 21,725.00		
5. Total We Owes:		19. 1st Payment Date:	11/05/21
6. Cash Down:			
7. Rebate:		Sale Subtotal:	\$ 21,725.00
8. APR:		Total Financed:	\$ 22,124.00
9. Term:		Finance Charge:	
10. Trade 1 Allowance:		Deferred Price:	
11. Trade 1 Payoff:		Unpaid Balance:	\$ 22,124.00
12. Tot Trade Net Allo:			
13. Net Trades 1 and 2:			
14. MONTHLY PAYMENT	\$ 22,124.00		

## Command Window

Command {?}:

Enter a command, a field number, or press a function key. Enter ? for help.

F3-Sv/Ex

F5-RRcall

F6-Cust

F7-Veh

F8-Trd

F10-Misc

SF11-&gt;



**Company:** Town Of Palisade

**Primary Contact:** Troy Ward

**Phone:** 8122674

**Sales Manager:**

**Sales Person:** Daniel Godwin (Red)

**DMS Number:**

**Email:** tward@townofpalisade.org

**Address:** PO BOX 128  
175 E 3RD ST  
PALISADE, CO 81526

### New 2022 Ford Maverick

**Stock:**

**VIN:**

**Odometer:**

**Color:**

**Engine:**

**Transmission:**

**MPG:**

## Cash

**\$ 22,124.00**

## CASH DETAILS

Retail Price	\$ 21,725.00
<b>NET SELLING PRICE</b>	<b>\$ 21,725.00</b>
<b>SALES SUB TOTAL</b>	<b>\$ 21,725.00</b>
<b>FINAL PRICE</b>	<b>\$ 22,124.00</b>

X

Customer Signature

X

Sales Signature



Preview Order 1047 - W8E - SuperCrew FWD - 4.5' Box: Order Summary Time of Preview: 11/05/2021 13:05:36

Dealership Name: Western Slope Ford

Sales Code : F56485

Dealer Rep.	Daniel Godwin	Type	Fleet	Vehicle Line	Maverick	Order Code	1047
Customer Name	Town Palisade	Priority Code	A4	Model Year	2022	Price Level	220

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8E0 MAVERICK XL FWD	\$19995	FLR LNRS WITHOUT CARPETED MATS	\$135
.121.0" WHEELBASE	\$0	REAR UNDERSEAT BINS	\$0
TOTAL BASE VEHICLE	\$19995	TRAILER HITCH RECEIVER	\$100
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
CLOTH	\$0	FRONT LICENSE PLATE BRACKET	\$0
EBONY	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
EQUIPMENT GROUP 100A	\$0	FUEL CHARGE	\$0
.XL TRIM	\$0	PRICED DORA	\$0
.2.5L HYBRID ENGINE	\$0	ADVERTISING ASSESSMENT	\$0
.AUTO CV TRANSMISSION	\$0	DESTINATION & DELIVERY	\$1495
TOTAL BASE AND OPTIONS		MSRP	\$21725
DISCOUNTS			NA
TOTAL			\$21725

+ 399 D: H  
\$22,124

ORDERING FIN: KC143 END USER FIN: KC143

SHIP TO : F56485

2264 Hwy 6 & 50, Grand Junction, CO, 81505-9410

Customer Name:  
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.*

*This is not an invoice.*

## Quote Worksheet

Quote Number:	159708	15. MBI:	
1. Fin Inst:	CCCU	16. CL/A&H Code:	NO
2. Cust Name:		17. Total Fee/Options:	\$ 399.00
3. Stock Number:	1047	18. Sales Tax:	
Days in Stock:		19. 1st Payment Date:	11/05/21
4. Sales Price:	\$ 21,725.00	Sale Subtotal:	\$ 21,725.00
5. Total We Owe:		Total Financed:	\$ 22,124.00
6. Cash Down:		Finance Charge:	
7. Rebate:		Deferred Price:	
8. APR:		Unpaid Balance:	\$ 22,124.00
9. Term:			
10. Trade 1 Allowance:			
11. Trade 1 Payoff:			
12. Tot Trade Net Allo:			
13. Net Trades 1 and 2:			
14. MONTHLY PAYMENT	\$ 22,124.00		

## Command Window

Command (?):

Enter a command, a field number, or press a function key. Enter ? for help.

F3-Sv/Ex

F5-RRecall

F6-Cust

F7-Veh

F8-Trd

F10-Misc

SF11-&gt;



**PALISADE BOARD OF TRUSTEES**  
**Agenda Item Cover Sheet**

**Meeting Date:** November 9, 2021

**Presented By:** Janet Hawkinson, Town Manager  
Jim Neu, Town Attorney  
Travis Boyd, Finance Director

**Re:** Ordinance No. 2021-XX-Adoption of Salary Schedule

---

Per Town of Palisade Code, the Board is required to adopt a Salary Schedule and the Town Administrator is required to present a Salary Survey to them every year with the Budget.

***Sec. 2-86. - Salary schedule and pay increases and decreases.***

*The Board of Trustees shall establish the salary schedule for all full-time, permanent positions. The Town Administrator may authorize pay increases or decreases within the salary ranges established by the Board of Trustees for all employees other than Town officers.*

Salary Surveys are expensive as an outside consultant is hired to perform the salary survey. The Town Administrator is presenting a salary survey the Town performed in 2019 to be adopted. The town is not required to go out every year for an independent salary survey. Adopting a previous Salary Survey with regional data compiled by staff suffices. Staff has collected salary survey and benefit packages from neighboring cities, towns and counties to compare data to the 2019 Salary Survey presented here and agree this 2019 Salary Survey suffices.

Positions not mentioned in the Salary Survey have been worked into the budget using the data obtained from the Town of Silt, and regional data from jurisdictions of similar size and budget as Town of Palisade.

***Sec. 2-87. - Maintenance of the salary schedule.***

*The Town Administrator shall submit a salary survey to the Board of Trustees simultaneous with the submittal of the proposed annual budget.*

**Board Direction:** approve the 2019 Salary Survey for the 2022 Town Budget

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2021-12**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO,  
ADOPTING A SALARY SCHEDULE FOR TOWN EMPLOYEES  
PURSUANT TO SECTION 2-86 OF THE PALISADE MUNICIPAL CODE**

**WHEREAS**, the Town of Palisade (“Palisade” or the “Town”) is a Colorado municipality organized pursuant to Title 31 of the Colorado Revised Statutes and with the authority set forth therein; and

**WHEREAS**, Section 2-86 of the Palisade Municipal Code requires the Board of Trustees to establish a salary schedule for all full-time, permanent positions with the Town; and

**WHEREAS**, Section 2-87 of the Palisade Municipal Code requires the Town Administrator to submit a salary survey to the Board of Trustees with the proposed annual budget; and

**WHEREAS**, the Board of Trustees finds and determines that it is in the interest of the Town to adopt the Salary Schedule attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO THAT:**

**Section 1.** The foregoing recitals are incorporated herein as if set forth in full.

**Section 2.** The Salary Schedule attached hereto as Exhibit A and incorporated herein by reference is adopted by the Board of Trustees.

**INTRODUCED, READ, PASSED, APPROVED AND ORDERED PUBLISHED BY TITLE**, at the regular meeting of the Board of Trustees of the Town of Palisade, Colorado held on November 9, 2021.

TOWN OF PALISADE, COLORADO

By: \_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

\_\_\_\_\_  
Keli Frasier, Town Clerk

# FY 2019 SALARY SURVEY AND DRAFT PAY PLAN

FOR THE

TOWN OF PALISADE

FEBRUARY 2019

***PREPARED BY***



## **1. EXECUTIVE SUMMARY**

We are pleased to present the findings and recommendations from the FY 2019 Salary Survey and Pay Plan Study for the Town of Palisade. Enclosed within are survey findings and proposed pay range placements for Town consideration.

### **A. SUMMARY OF FINDINGS**

1. The Town's current pay ranges are competitive (within 5% of the prevailing rates) for 27% of the salary survey benchmark job classes in comparison to the designated public and private competitor employers (page 3).
2. The Town's current pay ranges are not competitive (-10% or more below the prevailing rates) for 73% of the salary survey benchmark job classes in comparison to the designated public and private competitor employers (page 3).
3. An updated pay table and draft pay range placements have been modeled for Town consideration (pages 4-5).
4. The current salaries of 7 employees are below the Minimum of the salary range proposed for their position, with a salary competitiveness policy within 5% of the prevailing rates, for a cost of \$14,230 (1.06% of base pay) to bring them to Minimum.

### **B. SUMMARY OF RECOMMENDATIONS**

1. Utilize the proposed Salary Range Table and adopt the FY 2019-2020 base salary range assignments on page 5.
2. Bring the salaries of all employees to the Minimum of the salary range for their position's job class on the plan's effective date (page 6).
3. Continue to fund and administer the salary plan on a pay-for-performance basis utilizing the Town's current performance appraisal system and regular or general salary increases.
4. Update the salary plan every 3-5 years by reallocating job classes to different salary ranges from the Salary Range Table reflecting the varying prevailing rate movement of each job class in the marketplace.



## **2. EXTERNAL COMPETITIVENESS COMPARISONS**

The following paragraphs and tables compare the Town's current salary structure (salary range Midpoint or actual average) to those for similar occupations at public and private employers with whom the Town competes to obtain and retain high quality staff.

### **A. SOURCES OF EXTERNAL DATA**

#### **1. Pay Plans of Individual Public Employers:**

In order to maintain the statistical reliability of the external prevailing rate database, we obtained the complete salary plans from the following jurisdictions and extracted data on their job classes matching the Town's salary survey benchmarks (additional agencies did not respond).

Alamosa	Grand Junction	Montrose
Cedaredge	Gunnison	Olathe
Cripple Creek	Hotchkiss	Rifle
Fruita	Lamar	Silverton

#### **2. Private Employers in the Area:**

We extracted data on occupational job classes similar to those employed by the Town in the private sector using Economic Research Institute's Survey Assessor for the Grand Junction area.

### **B. SALARY RANGE MIDPOINT COMPARISON**

We utilized the standard "structure-to-structure" method to compare the Town's salary structure to the prevailing rates. The Town's salary structure and the prevailing rates are represented by their Midpoints, which are the amounts employers pay for sustained competent job performance.

Midpoint is not affected by actual salary averages which may reflect longevity, pay-for-performance, and a myriad of subjective salary plan administration characteristics of the comparator employers. When individual salary plans were comprised of steps, the beginning and ending steps were added and the sum divided by two (2) to calculate a true midpoint.

### C. EXTERNAL PREVAILING RATE COMPARISON

The table following this page summarizes the comparison of the Town's current salary structure midpoints for all benchmark job classes, to the prevailing rates of all the comparator employers from all the salary survey sources.

NOTE: Relationship of +/- 5% to the prevailing rates is considered comparable to prevailing rates.

<u>Relationship to Prevailing Rates</u>	<u>Benchmark Job Classes</u>	<u>% of Sample</u>	<u>Average Variance</u>
Below	16	73%	-21.57%
Comparable	6	27%	-0.01%

The Town's pay ranges are competitive (within 5% of the prevailing rates) for 27% of the benchmark job classes, and are not competitive (-5% or more below the prevailing rates) for 73% of the benchmark job classes.

#### External Prevailing Rates Comparison

Job Classification Title	Palisade Midpoint	Survey Midpoint	Variance	
			\$	%
Clerk	\$60,542	\$67,490	-\$6,949	-10.30%
Code Enforcement	\$38,478	\$44,997	-\$6,519	-14.49%
Community Development Director	\$60,542	\$76,077	-\$15,535	-20.42%
Deputy Town Clerk - Admin	\$38,478	\$42,497	-\$4,019	-9.46%
Deputy Treasurer	\$42,711	\$45,107	-\$2,396	-5.31%
EMS Chief	\$57,059	\$79,745	-\$22,686	-28.45%
Events Logistics Coordinator	\$47,500	\$49,016	-\$1,516	-3.09%
Facilities Manager	\$57,059	\$64,208	-\$7,149	-11.13%
Fire Chief	\$68,412	\$107,556	-\$39,144	-36.39%
Maintenance Worker II	\$42,711	\$43,744	-\$1,033	-2.36%
Maintenance Worker I	\$38,478	\$44,248	-\$5,770	-13.04%
Planning Technician	\$47,836	\$47,987	-\$151	-0.31%
Police Chief	\$68,412	\$94,202	-\$25,790	-27.38%
Police Officer	\$47,836	\$55,619	-\$7,782	-13.99%
PT Administrative Assistant	\$31,514	\$36,610	-\$5,096	-13.92%
Public Works Director	\$77,990	\$88,137	-\$10,147	-11.51%
Public Works Foreman	\$57,059	\$59,406	-\$2,347	-3.95%
Records Manager - Public Safety	\$42,711	\$42,631	\$80	0.19%
Sergeant	\$57,059	\$75,457	-\$18,398	-24.38%
Treasurer	\$68,412	\$107,256	-\$38,844	-36.22%
Wastewater Plant Operator	\$53,577	\$51,333	\$2,244	4.37%

### 3. RECOMMENDED SALARY RANGE PLACEMENTS

The salary table remains as the recommended salary structure for the Town, designed to be administered on the basis of each employee's objectively measured job performance. The first few pay ranges will gradually be phased out to align with Minimum Wage Legislation.

Salary Range	Minimum	Midpoint	Maximum		Salary Range	Minimum	Midpoint	Maximum
1	\$24,960	\$30,705	\$36,846		16	\$51,066	\$63,833	\$76,599
2	\$25,792	\$32,240	\$38,688		17	\$53,620	\$67,024	\$80,429
3	\$27,082	\$33,852	\$40,622		18	\$56,301	\$70,376	\$84,451
4	\$28,436	\$35,544	\$42,653		19	\$59,116	\$73,894	\$88,673
5	\$29,857	\$37,322	\$44,786		20	\$62,071	\$77,589	\$93,107
6	\$31,350	\$39,188	\$47,025		21	\$65,175	\$81,469	\$97,762
7	\$32,918	\$41,147	\$49,377		22	\$68,434	\$85,542	\$102,650
8	\$34,564	\$43,205	\$51,845		23	\$71,855	\$89,819	\$107,783
9	\$36,292	\$45,365	\$54,438		24	\$75,448	\$94,310	\$113,172
10	\$38,106	\$47,633	\$57,160		25	\$79,220	\$99,026	\$118,831
11	\$40,012	\$50,015	\$60,018		26	\$83,182	\$103,977	\$124,772
12	\$42,012	\$52,515	\$63,018		27	\$87,341	\$109,176	\$131,011
13	\$44,113	\$55,141	\$66,169		28	\$91,708	\$114,635	\$137,561
14	\$46,319	\$57,898	\$69,478		29	\$96,293	\$120,366	\$144,439
15	\$48,635	\$60,793	\$72,952		30	\$101,108	\$126,385	\$151,661

Midpoint %
5.00%

Range Spread
50.00%

#### SALARY RANGE ADJUSTMENTS

Job classes have been assigned to updated pay ranges to match the market within a reasonable margin, also taking in to account individual job descriptions, job requirements, career ladders, and reporting relationships.

The pay table is designed to accommodate jobs moving to different pay ranges as market fluctuates.

## Salary Ranges Per Job Class

Occupational Job Families and Job Classes	Draft Proposed			
	Range	Minimum	Midpoint	Maximum
<b><u>Administration</u></b>				
Town Administrator	29	\$96,293	\$120,366	\$144,439
Treasurer	23	\$71,855	\$89,819	\$107,783
Community Development Director	19	\$59,110	\$73,894	\$88,673
(Town) Clerk	16	\$51,066	\$63,833	\$76,599
Event Logistics Coordinator	12	\$42,012	\$52,515	\$63,018
Planning Technician	9	\$36,292	\$45,365	\$54,438
Deputy Treasurer	9	\$36,292	\$45,365	\$54,438
Deputy (Town) Clerk - Administration	7	\$32,918	\$41,147	\$49,377
Part-time Administrative Assistant	4	\$13.67	\$17.09	\$20.51
<b><u>Public Safety</u></b>				
Police Chief	24	\$75,448	\$94,310	\$113,172
Fire Chief	24	\$75,448	\$94,310	\$113,172
Sergeant	18	\$56,301	\$70,376	\$84,451
EMS Chief	18	\$56,301	\$70,376	\$84,451
Criminal Investigator	14	\$46,319	\$57,898	\$69,478
Police Officer	12	\$42,012	\$52,515	\$63,018
Records Manager - Public Safety	8	\$34,564	\$43,205	\$51,845
Code Enforcement	7	\$32,918	\$41,147	\$49,377
<b><u>Public Works</u></b>				
Public Works Director	24	\$75,448	\$94,310	\$113,172
Public Works Foreman	14	\$46,319	\$57,898	\$69,478
Facilities Manager	11	\$40,012	\$50,015	\$60,018
Wastewater Plant Operator	11	\$40,012	\$50,015	\$60,018
Maintenance Worker II	9	\$36,292	\$45,365	\$54,438
Maintenance Worker I	7	\$32,918	\$41,147	\$49,377

#### **4. INITIAL IMPLEMENTATION OF FY 2019/20 SALARY PLAN**

The initial implementation of the updated salary plan will be controlled by the Town's financial resources, and therefore balanced between the desire to pay employees nearer the prevailing rates for their occupations and available funds.

##### ***A. SALARIES BELOW MINIMUM***

We recommend that the salaries of all employees whose current amount is less than the Minimum of the salary range for their position's job class be increased to that Minimum amount on the effective date of the updated salary plan.

##### ***B. CONTINUATION OF PAY-FOR-PERFORMANCE and REGULAR SALARY INCREASES***

We recommend the Town continue to fund pay for performance and general pay increase opportunities in order to move employee salaries through the newly adopted pay ranges on a regular basis.

**Table 1 - Illustrative Salary Ranges Per Job Class**

Occupational Job Families and Job Classes	Draft Proposed			
	Range	Minimum	Midpoint	Maximum

**Administration**

Town Administrator	29	\$96,293	\$120,366	\$144,439
Treasurer	23	\$71,855	\$89,819	\$107,783
Community Development Director	19	\$59,116	\$73,894	\$88,673
(Town) Clerk	16	\$51,066	\$63,833	\$76,599
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Deputy (Town) Clerk - Administration	7	\$32,918	\$41,147	\$49,377
Part-time Administrative Assistant	4	\$13,67	\$17.09	\$20.51

**Public Safety**

Police Chief	24	\$75,448	\$94,310	\$113,172
Fire Chief	24	\$75,448	\$94,310	\$113,172
Sergeant	18	\$56,301	\$70,376	\$84,451
EMS Chief	18	\$56,301	\$70,376	\$84,451
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Records Manager - Public Safety	8	\$34,564	\$43,205	\$51,845
Code Enforcement	7	\$32,918	\$41,147	\$49,377

**Public Works**

Public Works Director	24	\$75,448	\$94,310	\$113,172
Public Works Foreman	14	\$46,319	\$57,898	\$69,478
Facilities Manager	11	\$40,012	\$50,015	\$60,018
Wastewater Plant Operator	11	\$40,012	\$50,015	\$60,018
Maintenance Worker II	9	\$36,292	\$45,365	\$54,438
Maintenance Worker I	7	\$32,918	\$41,147	\$49,377

**Notes: Modeled At Market Average Minus 5%**

7 employee salaries would fall below proposed minimum

Total base pay cost to place them at new Minimum estimated at \$18,000 or 1.3%