



Town of Green Mountain Falls

Board of Trustees Meeting Agenda

P.O. Box 524; 10615 Green Mountain Falls Road

Green Mountain Falls, CO 80819

Tuesday, November 16, 2021, at 7:00 p.m.

Zoom Meeting Link and Login Info:

<https://us02web.zoom.us/j/84766175375?pwd=WDdOYWlYUHBqL1lEUHg0VTdsNFNVdz09&from=addon>

Zoom meeting ID= 847 6617 5375 Meeting password= 701860 For Dial-in only: 1-346-248-7799

To make a **public comment** please **pre-register** by 4pm on the day of the meeting via email: clerk@gmfco.us

REGULAR MEETING:

TIME*		ITEM	DESIRED OUTCOME
7:00	1.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
7:00	2.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
7:00	3.	CONSENT AGENDA <ul style="list-style-type: none">a. Minutes from BOT Meeting November 2, 2021b. Muni Code Republication of Code Proposal	BOT Action Desired
7:10	4.	Letter to Local Government Managers and Attorneys & Opioid Settlement Documents <ul style="list-style-type: none">a. Colorado Opioid MOUb. Colorado Opioid MOU Summaryc. Colorado Opioid MOU FAQsd. Johnson & Johnson – Janssen Opioid Settlement Participation Forme. Distributor Opioid Settlement Participation Formf. Local Government Opioid Escrow Agreement	BOT Action Desired
7:20	5.	PPRTA Fourth Amended and Restated Establishing IGA	BOT Action Desired
7:25	6.	Consideration of Resolution 2021-07, A Resolution Naming Appointments to Committees, Commissions, and Outside Agencies	BOT Action Desired
7:35	7.	Consideration of Resolution 2021-08, A Resolution of the Town of Green Mountain Falls Establishing Retirement Benefits Town Employees in Partnership with the Colorado Retirement Association	BOT Action Desired
7:45	8.	Pursuant to C.R.S § 24-6-402(f) for the Purpose of Personnel Matters, Specifically to Evaluate Applicants for Position of – Town Manager	BOT Action Desired
9:30	9.	REPORTS <ul style="list-style-type: none">a. Trustee Reportsb. Committee Reportsc. Staff Reports	Information Only
9:40	10.	CORRESPONDENCE <ul style="list-style-type: none">a. Land Use Code Rewrite Grant Extension Request Letter to DOLAb. CDBG Notice to Proceed – Access for All Project	Information Only
9:40	11.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
9:45	12.	ADJOURN	

*Please note: Times are approximate.

**The Town shall provide reasonable accommodation for those with disabilities on a case by case basis. Please send accommodation requests to clerk@gmfco.us by 4pm on the date of the meeting.

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
November 02, 2021 – 7:00 P.M.
MEETING MINUTES

Board Members Present

Mayor Jane Newberry
Trustee Margaret Peterson
Trustee Katharine Guthrie
Trustee Sunde King

Board Members Absent

Trustee Chris Quinn

Town Attorney

Not present

Town Manager

Angie Sprang

Public Works

Not present

Town Clerk

Vacant Position

Marshal's Dept.

Virgil Hodges

Administrative Assistant

Vacant Position

Planning Director

Not present

1. Call to Order/Roll Call/Pledge of Allegiance

Mayor Newberry called the meeting to order at 7:08 pm. Pledge recited.

2. Additions, Deletions, or Correction to the Agenda

None.

3. Consent Agenda

Mayor Pro Tem Peterson motioned to approve the consent agenda. Seconded by Trustee King. Motion passed unanimously.

4. Executive Session: Pursuant to C.R.S. § 24-6-402(f) for the Purpose of Personnel Matters, specifically for the position(s) of – Town Manager and Town Clerk/Treasurer

Mayor Pro Tem Peterson motioned to enter executive session. Seconded by Trustee King. Motion passed unanimously.

5. Executive Session: Pursuant to C.R.S. § 24-6-402(e) for the Purpose of Personnel Matters That May Be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators, specifically for the negotiations of a contract

Mayor Newberry motioned to enter executive session. Seconded by Mayor Pro Tem Peterson. Motion passed unanimously.

6. Stilling Basins Project Utility Locates Update

Engineer Bracken provided an update to the Trustees on the stilling basins project utility locates findings. Trustee Guthrie provided documentation, given to her by a homeowner, to Engineer Bracken regarding possible locate of unknown septic. Engineer Bracken will evaluate. No action taken.

7. Proposed Sale of Town Owned Parcel Number 8308105005

Mayor Newberry moved to approve proposed sale with the following conditions: (1) purchaser must complete a re-plat so that these issues don't happen again in the future for the next property owner,

and (2) the Town Manager negotiate the details of the sale and sale price with the purchaser to her satisfaction.

8. Parks, Recreation, and Trails Advisory Board Collaborative Work Session

No action taken.

9. Fire Mitigation Advisory Board Collaborative Work Session

No action taken.

10. Planning Commission Advisory Board Collaborative Work Session

No action taken.

11. Persons Present Not on the Agenda: 3 Minutes per Speaker

None.

12. Consideration of Resolution 2021-06, A Resolution of the Town of Green Mountain Falls Colorado, Designating Authorized Signatories on Town Bank Accounts and Individuals Authorized to Conduct Online Banking on Behalf of the Town

Mayor Pro Tem Peterson motioned to enter executive session. Seconded by Mayor Newberry. Motion passed unanimously.

13. Discuss use of Zoom for Board of Trustees & Advisory Board Meetings

Item continued to November 16 meeting.

14. Reports

15. Correspondence

16. Persons Present Not on the Agenda: 3 Minutes Per Speaker

17. Adjournment

The meeting adjourned at 08:33 pm.

Angie Sprang, Town Manager

Jane Newberry, Mayor



REPUBLICATION, SUPPLEMENTATION AND ONLINE CODE HOSTING SERVICES

Green Mountain Falls, Colorado

November 9, 2021 - Valid for 90 days



Ellen Ostermeyer

Legal Account Manager

Phone 800-262-2633 ext. 7037

Direct: 850-692-7037

Email: eostermeyer@municode.com

PO Box 2235 Tallahassee, FL 32316



GovTech Top 100 Innovators
annually since 2016!



LETTER OF INTEREST

November 9, 2021

Ms. Angie Sprang
Town Manager
10615 Green Mountain Falls Rd.
PO Box 524
Green Mountain Falls, CO 80819

via email: manager@gmfco.us

Ms. Sprang:

Thank you for your interest in Municode's codification services! This proposal will provide you with the scope of services and costs for converting your Code to Municode's database for republication in print and online, followed by ongoing supplementation and online Code hosting services.

With over 70 years of experience, Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,000 municipalities throughout the United States and host over 3,700 municipal codes online via our code hosting platform, MunicodeNEXT. Whether it's through the legal codification or recodification process, full-service or self-service supplementation options, online legislative search tools, meeting management and agenda software or custom government website design, we have the experience, resources and expertise to provide our local government clients with innovative products, superior technology and excellent customer service. We invite you to visit our corporate website at <https://www.municode.com/> to explore our full suite of government services.

Our Supplement team includes 14 teams of Legal Editors and Proofreaders who are dedicated to providing the most accurate and timely supplement service possible. Our code hosting platform, MunicodeNEXT, is the nation's most advanced, accessible and intuitive website for government codes – allowing your staff and citizens to have access to your current code and all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

In addition to codification services, we provide a “circle of governance” that offers website design, meetings management and document archival tools in one seamless experience. Customers who trust Municode with their online codes, meetings software, and municipal website enjoy a unified search engine and integration of the Meetings, Web, and Code Hosting platforms. From the Meetings platform, agendas and minutes can automatically be uploaded to the website and ordinances can be sent to Municode for codification with permanent links created within the code for the ordinances and the specific meeting from which the legislation was adopted, via our OrdBank service.

Please contact Legal Account Manager Ellen Ostermeyer (eostermeyer@municode.com, 850-692-7037) if you have any questions regarding this proposal!

Sincerely,



Steffanie W. Rasmussen
Vice President of Client Services
Phone: 800-262-2633 ext. 1148
steff@municode.com

REPUBLICATION QUOTATION SHEET

Logic: Give your municipality a fresh start. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Transition your Code to the most advanced suite of web/mobile services available in the nation: MunicodeNEXT.

- ★ **Conversion and Republication (includes zoning)** **\$1,500¹**
- ★ Complete repeal and replace of the entire code utilizing new Chapters as provided by the Town
- ★ History notes will not be carried over
- ★ Removal of supplement numbers
- ★ Updating of preliminary pages (title page, officials' page, and preface)
- ★ New page numbers
- ★ Creation of a consistent style
- ★ Client elected no indexing
- ★ Incorporation of Graphics² & tabular³ matter
- ★ 1 printed copy⁴ of the new Code with divider tabs
- ★ WORD version of Code
- ★ Inclusion of adopted legislation, per page added or amended **\$20⁵**
- ★ Current Code can be posted online as a PDF during conversion & republication project

Optional Service:

- ☐ Creation of an index for print copies **\$100**

Items not included in base cost

- ★ Reorganizing, renumbering or legally reviewing code content **Quote available upon request**
- ★ Freight **Actual**
- ★ Sales Tax **If applicable**

Format Options:

- Font Size Single Column:** ☐ 10-point ☐ 11-point ☐ 12-Point
- Font Size Double Column:** ☐ 10-point ☐ 11-point (existing)

Binder Options:

- ☐ 3-post expandable binder, \$70 each⁶, with stamping qty_____ \$_____
 - ☐ 3-ring vinyl binders, \$20 each, stamping not available qty_____ \$_____
 - ☐ Additional Tabs, \$35 per set qty_____ \$_____
- Binder Color:** ☐ Semi-Bright Black ☐ Dark Blue ☐ Green ☐ Burgundy

INK STAMPING COLOR:

- ☐ Gold
- ☐ Silver

Payments for republication project

- ★ Execution of Agreement **\$750**
- ★ Delivery **Balance**

¹ Provided Municode can rely upon the version of the Code furnished and it is in an editable, electronic format. Conversion will take approximately 12 to 16 weeks upon receipt of all required materials. Municode shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

² Includes printing all copies. Additional fees may apply if graphics are printed color.

³ Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁴ Shipping costs (actual) to be invoiced upon completion of project.

⁵ Legislation added to the project must be approved and received prior to the established cutoff date. Following the delivery of the final code draft for client proofing, any extensive changes requested in the Code content, and/or any material added to the Code that was not previously contemplated, will be subject to an additional Proof Update fee. Proofs not returned within 45 days may be subject to a proof update fee, if applicable.

⁶ Price does not include shipping costs.

SUPPLEMENTATION QUOTATION SHEET

Supplement Service Base Page Rate⁷

Page Format	Base Page Rate
Single Column	\$20 per page
Double Column	\$20 per page

Base page rate above includes:

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work
- ★ Images, Graphics & tabular matter
- ★ Proofreading
- ★ Updating the index (if elected)
- ★ Schedule as selected by you⁸
- ★ Updating electronic versions⁹ and online code
- ★ Printing 1 copy

Base page rate above excludes:

- ★ Freight
- ★ Blank pages
- ★ State sales tax
- ★ Administrative Support Fee, annually
- ★ MyMunicode or online code

Actual
No Charge
If applicable
\$225
Selections on page 4

Electronic media options for Code of Ordinances (sent via download)¹⁰

- | | |
|---|--|
| <input checked="" type="checkbox"/> Existing Order--WORD (DOCX) | \$75 per update |
| <input type="checkbox"/> Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> Adobe PDF of the code | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of each supplement | \$150 initially then \$75 per update |

Invoices for Supplements and Additional Services will be submitted upon shipment of project(s).

⁷ All services under this contract can be increased annually by 3% or negotiated to the current Consumer Price Index (CPI) for All Urban Consumers.

⁸ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

⁹ We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹⁰ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the aforementioned mediums.





ONLINE CODE HOSTING QUOTATION SHEET (MunicodeNEXT)

Online features can be purchased on an a la carte basis, or through our MyMunicode bundle for the best value. Please visit our online library of over 3,700 codes on MunicodeNEXT [here](#). **Please check the appropriate box (es) to indicate your selection:**

EXISTING SERVICES

- [Online Code = MunicodeNEXT](#), annually \$300


ADDITIONAL AVAILABLE SERVICES

- ☐ [CodeBank](#) annually  \$150
Permanent online collection of previous versions of the code.
- ☐ [CodeBank Compare + eNotify](#)¹¹ annually \$250
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- ☐ [OrdBank](#) annually (or per ordinance)  \$315 (\$35)
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only.
- ☐ [OrdBank + OrdLink](#) annually (or per ordinance) \$465 (\$60)
Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended.
- ☐ [MuniPRO](#) Service annually (*sample Ordinance Service*)  \$295
Search nearly 4,000 codes/ordinances in our online library. Attach notes to codes and drafts of new legislation.
- ☐ [Custom Banner](#) one-time fee \$250
Customize MunicodeNEXT to match the look of your website.
- ☐ [MuniDocs](#)¹² annually, upgraded self-loading capabilities  \$350¹³
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

My Municode - Value Pricing!

- ☐ **MyMunicode** annually. \$995¹⁴
Includes [MunicodeNEXT](#) (Online Code), [OrdBank](#), [CodeBank](#), [CodeBank Compare + eNotify](#), [MuniPRO](#), and [Custom Banner](#)
- ☐ Add [OrdLink](#) to the MyMunicode bundle for only \$150 annually!

RECOMMENDED ADDITIONAL SERVICES (See Additional Services)

- ☐ [MunicodeMEETINGS](#), annually  **(\$2,400 if bundled with other Municode services)** \$2,600
Cloud-based agenda meeting management system. Streamlines and automates agenda process. Increases agenda process visibility, easy agenda updates, approval workflow, live council voting & roll call, email notifications, a unified document search and automated approval routing.

¹¹ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹² Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

¹³ Includes up to 25GB data storage. Quote for additional document storage is available upon request.

¹⁴ Total value if each item were to be purchased a la carte would be approximately \$1,310 per year with participation in our OrdBank service.

COMPANY PROFILE

History, Mission, and Team

With over 70 years of experience nationwide, Municode's mission is to strengthen democracy by connecting public sector organizations to their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, the legal codification process, and our robust suite of online legislative search tools.

Municode partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned and financially sound corporation. Our leadership focuses on improving Municode through investments in its people and its technology.

Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. We have regional offices located in Oregon and Utah. Other office locations include Arizona, California, Georgia, Kentucky, Minnesota, New Hampshire, North Carolina, South Carolina, Colorado, Virginia, and Washington.

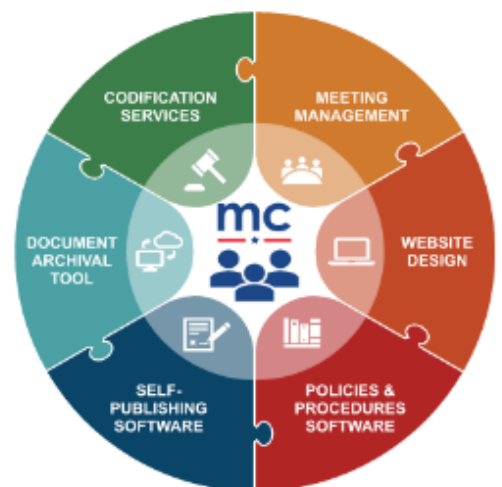


Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



SCOPE OF SERVICES

Conversion and Republication

We will work with you to confirm the desired formatting and style of the Code. We will update the preliminary pages, create an Index (if elected) and Table of Contents; add any uncodified newly adopted legislation at the per page supplement rate quoted; update history notes; provide a comparative table of ordinances and integrate all applicable photographs, maps, diagrams, charts and tables into the Code. Proofs will then be provided for your review. Following the approval of the proofs, the Code will be shipped and posted online in fully robust HTML format.

We will handle 100% of the publishing of your Code. The republication process includes editing, page composition, proofreading, indexing (if elected), and delivering the information as printed and/or electronic copy. When we republish your Code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the recomposition, the Code is reprinted, and supplement number designations start over with Supplement No. 1.

The anticipated time frame for the conversion and republication project is **3 to 4 months**, excepting any delays in our receipt of materials or your return of proofs. Within 2 weeks of shipping the new Code, it will be published online in fully robust HTML format via MunicodeNEXT. The current Code can be posted online in PDF format during the conversion and republication phase, if desired.

The process includes:

- ★ Conversion to our codification database;
- ★ Inclusion of adopted legislation can be added at the per page supplement rate quoted;
- ★ Removal and replacement of supplement numbers;
- ★ Updating of preliminary pages (title page, officials' page, and preface);
- ★ New page numbers;
- ★ Editing & proofreading;
- ★ 10-point Times New Roman font, single column format, unless otherwise instructed;
- ★ Incorporation of maps, diagrams, charts and tables;
- ★ Preparation of Table of Contents and updating or creation of an Index (if elected);
- ★ Proofs provided for your review;
- ★ Posting your newly republished Code on MunicodeNEXT;
- ★ Providing printed copies and any electronic versions specified in the format of your choice (WORD, PDF, FOLIO), as elected on the quotation sheet.

The process does not include:

- ★ Renumbering and/or reorganizing the structure of your Code;
- ★ Legal Review by an attorney;
- ★ Substantive editing or changes to the text.

Supplementation Services

Municode's supplementation process has been designed for timeliness, efficiency, simplicity and most of all, for our customers' convenience. Supplements can be provided on the schedule of your choice, as there is no additional cost for more (or less) frequent supplementation. In addition to printed supplements, we can deliver the updates in Word, PDF and/or Folio formats.

We pride ourselves on a turnaround time of **30 to 35 days for printed supplements** and can provide "always up to date" **electronic update services within 10 to 15 days** at the same per page rate quoted for printed supplements. With printed supplementation, the online Code is updated within **3 days** after shipping the supplement, and there is no additional fee for this service. A recent analysis of our printed supplement services indicated an editorial error rate of less than .1%, which is made possible by our attention to detail, ongoing communication with our clients, and strict quality control checks to ensure we continue to produce the best printed and electronic supplements available in our industry. Any errors attributable to Municode during the preparation, printing and maintenance of the Code will be corrected at no cost. The printed supplement process is outlined as follows:

Supplementation Process:

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our Supplement team for codification. If our OrdBank service is elected (advance legislation service), the legislation will be posted online within 48 hours as a PDF under “Adopted Legislation not yet codified” at this time.
2. Editorial Review – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your Code; where the ordinance should be placed; whether the ordinance conflicts with your existing Code format; what material should be removed from your existing Code; whether history notes will be added; what tables will be updated and whether the Table of Contents in the front of the Code and at the Chapter/Title level should be amended. If any significant errors or numbering issues are noted, your editor will contact you for clarification. No substantive changes to your legislation will be made by our editorial team, however minor typographical errors will be corrected as part of the supplement process. Should the editorial, legal and/or proofreading team find discrepancies in your ordinances, we will communicate with you to ensure that the ordinances are correct and consistent with the existing Code.
3. Indexing – If an Index is elected, your supplement will now be sent to our indexing team, where all new legislation is indexed and cross-referenced in all appropriate locations.
4. Proofreading – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, Code hierarchy and layout and to confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Your supplement is examined again line by line to ensure that the improvements made by the editorial team were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.
5. Posting the supplement online (MunicodeNEXT) – After your supplement has been completed, your online Code will be updated within 1 to 2 days and any electronic products requested will be provided. You will receive notification that the website has been updated via email. If CodeBank Compare + eNotify service is elected, citizens will be notified each time the online Code is updated. When your Code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping – We will print, cut, 3 hole-punch, insert divider tabs (if elected) and ship your supplement to you quarterly unless otherwise instructed. You can change your supplement schedule at any time, and there is no additional charge for more frequent supplementation. *Instruction Sheet:* With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; as well as a *Checklist* of up-to-date pages with each supplement.



Online Code Hosting Services (MunicodeNEXT)

Our code hosting platform, MunicodeNEXT (<https://library.municode.com>) was created and is continuously enhanced and improved by our in-house team of Internet Technology professionals. MunicodeNEXT includes Standard and Premium features (see **Attachment A**), all of which are designed to provide a wide variety of additional capabilities for the research and navigation of your code, as well as for preserving its history. Our newest free online feature, *Public Notes*, will enable you to add external links within the contents of your online Code (such as links to Zoning maps, Fee Schedules, Council Meetings, the Clerk's office, etc.) or to post public notes or documents in the online Code to inform your citizens about current issues pertinent to specific sections of your Code.

MunicodeNEXT is extremely user-friendly and requires no special training or login information. A variety of video tutorials are offered, and we can host a personalized training webinar for you and your staff to demonstrate our online features and capabilities before your new Code goes "live" online. Our MuniDocs feature enables you to upload related documents online alongside the Code in fully searchable format. Electronic viewing statistics are available upon request on the schedule of your choice. Our MuniPro feature provides the ability to search over 3,700 online Codes in our library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.

Our powerful search engine allows users to enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

With MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via **Google Translate**, which is included at no additional charge.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. With delivery available in Word, PDF or Folio format, the Code can be viewed and researched offline.

The User Interface and all HTML content viewed via our MunicodeNEXT web application is WCAG 2.1 Level AA compliant. While we take several steps to improve the accessibility of PDF documents uploaded to the MunicodeNEXT platform, we cannot guarantee full ADA compliance of PDF documents. If a fully ADA compliant PDF document is uploaded to our MunicodeNEXT platform, it will remain compliant while stored in our system. For each PDF document that is uploaded to our platform, we OCR scanned PDFs; set document title, primary language, and other PDF metadata fields; and automatically create a base level of tags to be used by screen readers.

Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a RESTful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later. We host MunicodeNEXT in Microsoft's Azure Government secure cloud environment and guarantee an SLA of 99.95% uptime. SSL encryption is used by default to secure access to the site and the entire platform is backed up to multiple geographic locations within the Azure Government cloud ecosystem.

MunicodeNEXT Premium Feature Summary

- ★ **OrdBank** will create one click access to every ordinance via linked history notes. Ordinances are permanently stored online in the OrdBank repository and filed in annual folders.
- ★ **CodeBank** will enable you to have instant access to past versions of your Code after each supplementation.
- ★ **CodeBank Compare + eNotify** provides you with the ability to select a past version of your online Code and compare it to any other version of the Code each time the Code is updated. The differences will be shown via Highlights (added materials) or Strikethrough (deleted material). **eNotify** allows users to enroll to receive an email notification each time your online Code is updated. A “modified,” “removed” or “added” badge is shown within the online table of contents to alert users of recently amended sections of your Code.
- ★ **OrdLink** will create highlights within your online Code to help users identify what ordinances have been recently adopted and what Code sections have been amended.
- ★ **MuniDocs** will enable you to self-upload your Minutes, Agendas, Policies, Procedures, etc. alongside your Code for quick and easy access.
- ★ **MuniPRO** allows you to search over 3,700 Codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinance

SIGNATURE PAGE

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Town of Green Mountain Falls, Colorado. Municode shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

The Town of Green Mountain Falls, Colorado understands that Municode is a wholly owned subsidiary of CivicPlus, LLC ("Parent Entity"). At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to the Parent Entity, upon giving written notice to the Town. In the event of such assignment by Municode, the Parent Entity shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and continue for a period of three years. Thereafter, the supplement service shall be automatically renewed from year to year provided that either party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICODE, LLC

Municode Officer: SW

Title: Steffanie Rasmussen, Vice President of Client Services

Date: November 9, 2021

Accepted by:

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

Signature: _____

Printed Name: _____

Title: _____

Date: _____

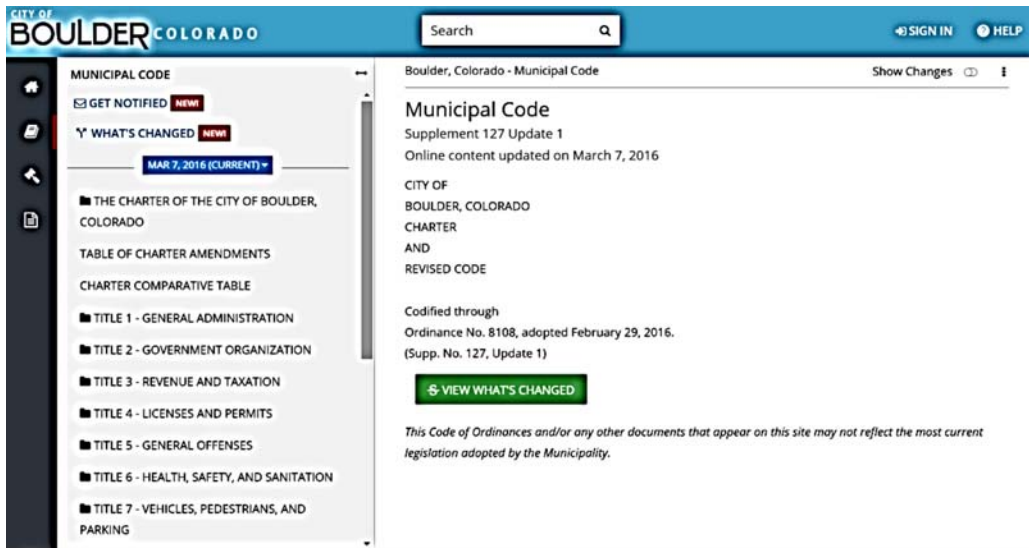


ATTACHMENT A

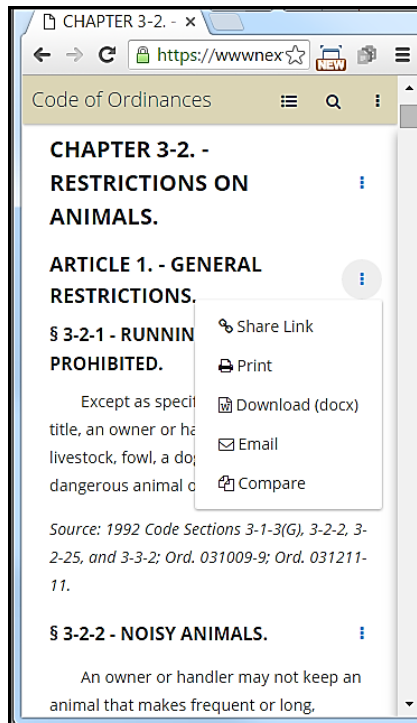
MunicodeNEXT Standard & Premium Features

STANDARD FEATURES OF MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.

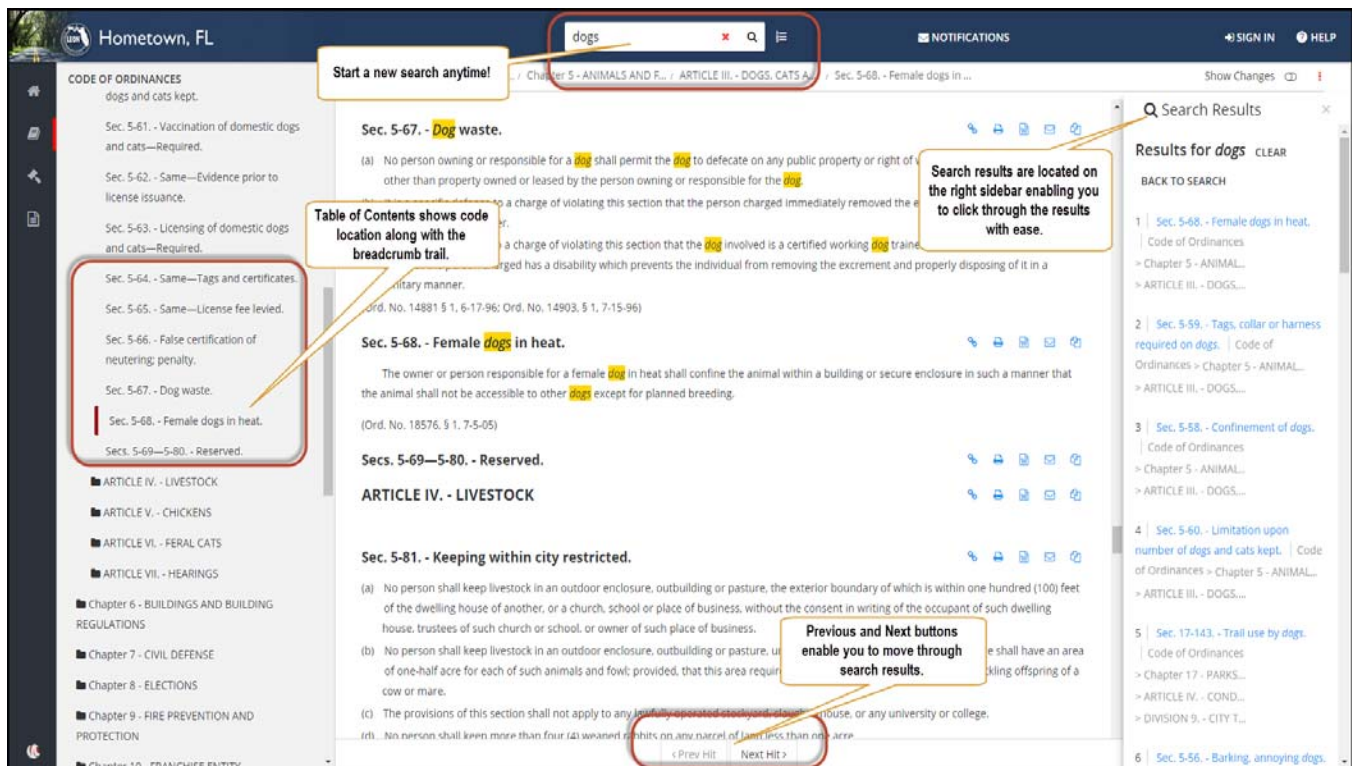


Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



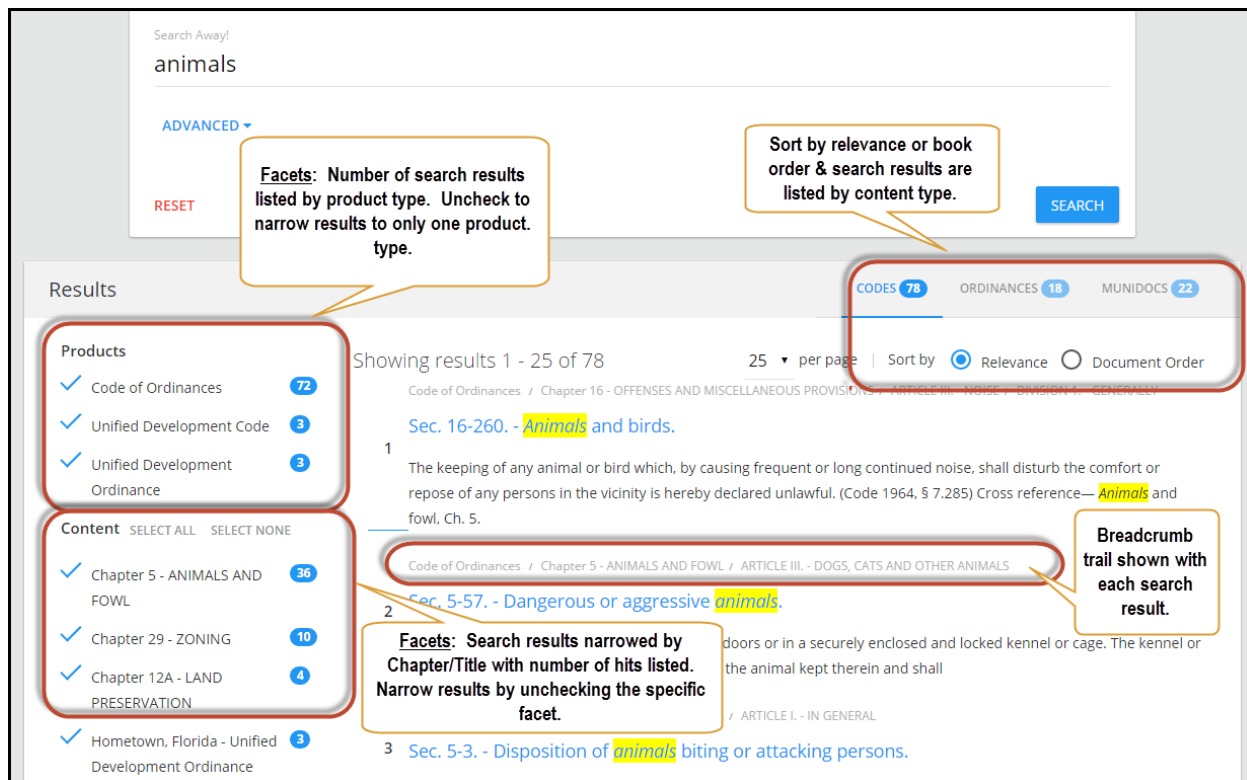
Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open-source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



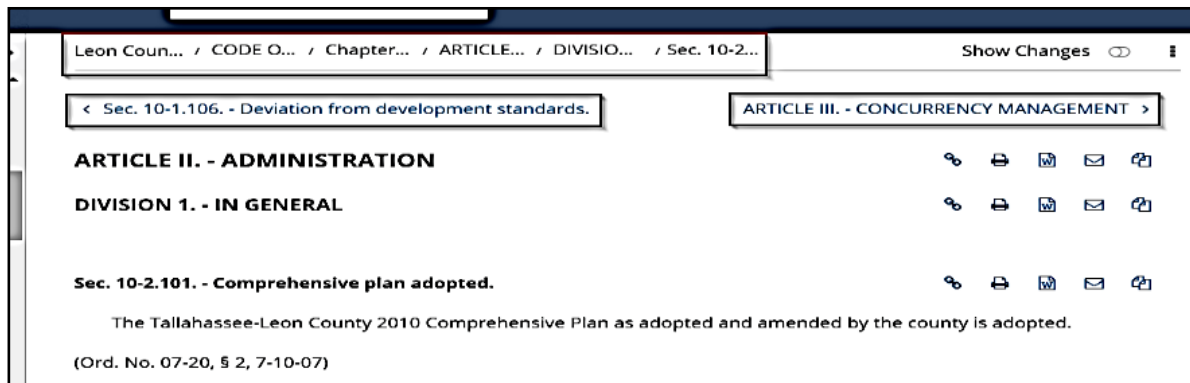
Municode Search Components:

- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.



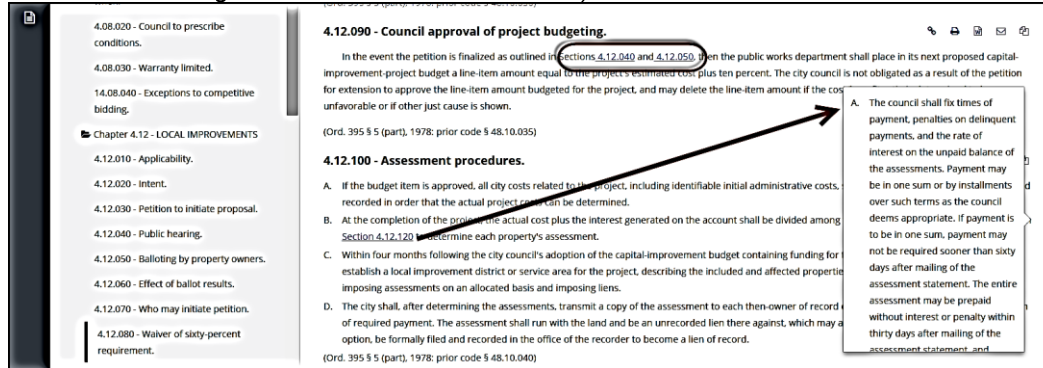
Search enhancements provided with our latest website upgrade include (see screenshot above):

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you’re viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

Public Notes - One of our newest additions to MunicodeNEXT is the ability to post public notes or documents within the online Code to inform your citizens about current issues pertinent to any specific section of your Code.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.1.

Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

PREMIUM FEATURES OF MunicodeNEXT

Custom Banner. We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab.

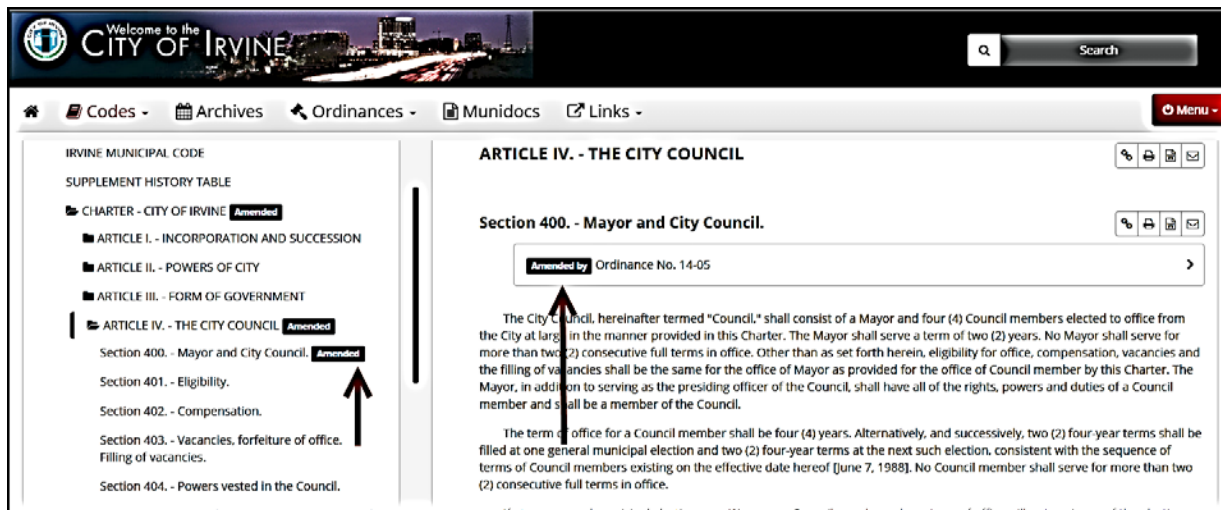
(Hyperlinked ordinance in text)

The screenshot shows the City of Arvada Code of Ordinances page. The left sidebar lists various sections, including "DIVISION 6. - WATER FEES AND RATES". The main content area displays the text of Ordinance No. 4099, which amends various sections of Chapter 102, Utilities, of the Arvada City Code. A red box highlights a specific section of the ordinance, which is a hyperlinked ordinance in the text. The text reads: "Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1." The text is followed by a list of ordinances that have amended this section, including Ord. No. 4099, Ord. No. 4139, Ord. No. 4184, Ord. No. 4193, Ord. No. 4361, Ord. No. 4411, Ord. No. 4465, Ord. No. 4524, and Ord. No. 4525.

(One-Click access to the original ordinance in the OrdBank Repository)

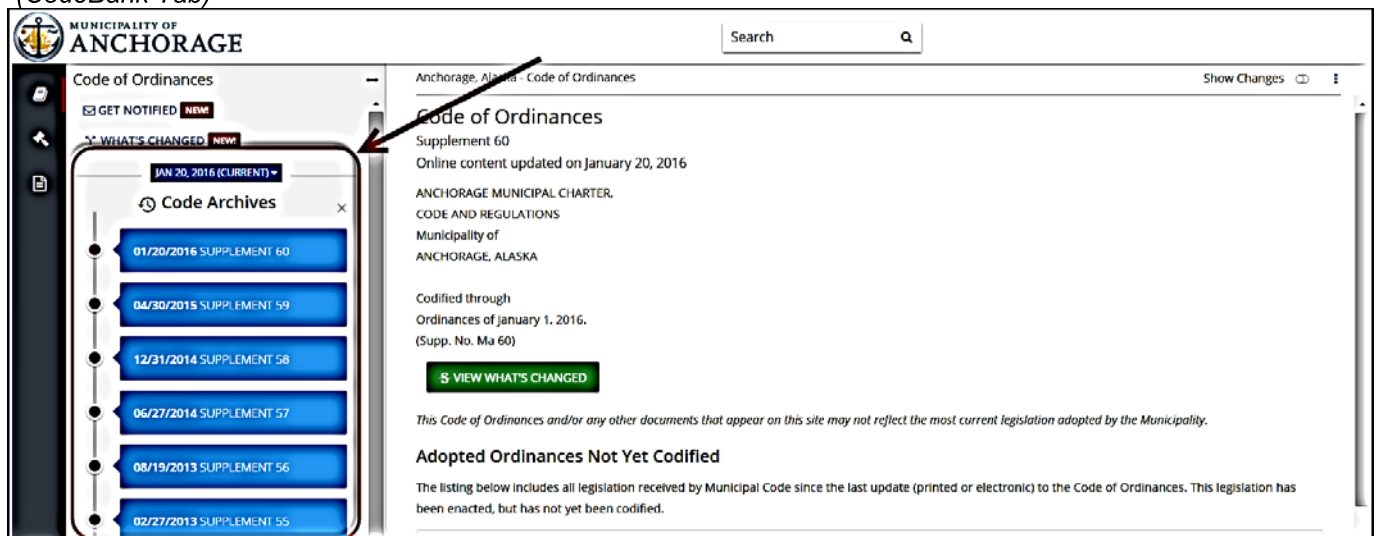
The screenshot shows the City of Arvada Code of Ordinances page. The left sidebar lists various sections, including "Ordinance No. 4099". The main content area displays the text of Ordinance No. 4099, which amends various sections of Chapter 102, Utilities, of the Arvada City Code. A red box highlights a specific section of the ordinance, which is a hyperlinked ordinance in the text. The text reads: "Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1." The text is followed by a list of ordinances that have amended this section, including Ord. No. 4099, Ord. No. 4139, Ord. No. 4184, Ord. No. 4193, Ord. No. 4361, Ord. No. 4411, Ord. No. 4465, Ord. No. 4524, and Ord. No. 4525.

OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via “modified,” “new” or “removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated. This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

Get Notified

Filling out this form will allow you to receive an email notification every time select publications are updated.

Note If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

Email

Enter email

Profession

Select One

Codes

☐ Unified Development Code
 ☐ Unified Development Ordinance
 ☒ Code of Ordinances

Sign up to be notified for all publications or narrow notifications to only one product.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

MUNICIPALITY OF ANCHORAGE

Code of Ordinances

Chapter 2.30 - RULES OF PROCEDURE FOR ASSEMBLY

2.30.010 - Organization: election of chair and vice-chair.

2.30.020 - Presiding officer.

2.30.030 - Meetings

2.30.040 - Appearance requests and audience participation.

2.30.050 - Introduction of ordinances: action on ordinances.

2.30.055 - Conduct of public hearing.

2.30.060 - Public hearings and action on proposed resolutions.

2.30.070 - Voting.

Anchorage, Alaska - Code of Ord... / TITLE 2 - LEGISLATIVE BRANCH / Chapter 2.30 - RULES OF PROCE...

Show Changes

K. Executive sessions.

1. The assembly may recess to meet in executive session to discuss the following subjects if the express nature of the subject is stated in the motion calling for the session:

a. Pending a specific legal matter, including pending litigation;

b. Labor negotiations with municipal employees;

c. Matters that the immediate knowledge disclosed of which would clearly affect have adversely an adverse effect upon the finances of the municipality; or

d. Matters which tend to defame or injure prejudice the reputation and character of persons any person, provided the person may request a public discussion.

Matters which by law, municipal charter, or ordinance are required to be confidential; or

Matters involving consideration of government records that by law are not subject to public disclosure.

2. No official action may be taken in executive sessions except to give direction to an attorney or labor negotiator regarding a specific legal matter or pending labor negotiation. Although the public may be excluded, the session shall be electronically recorded. The tapes shall be available for public access according to the following schedule:

a. If the session concerns pending litigation, the release date shall be when all causes of action have been resolved by final judgment or when further claims arising from the matter are otherwise barred.

CHANGED SECTIONS

ANCHORAGE MUNICIPAL CHARTER, CODE AND REGULATIONS

SUPPLEMENT HISTORY TABLE

TITLE 2 - LEGISLATIVE BRAN... Chapter 2.30 - RULES OF PROCE... 2.30.030 - Meetings.

TITLE 2 - LEGISLATIVE BRAN... Chapter 2.50 - INITIATIVES, REFEREN... 2.50.090 - Effect of vote.

TITLE 3 - ADMINISTRATION / Chapter 3.20 - EXECUTIVE ORGANIZA... 3.20.010 - Executive and administrative order.

(Show changes button and a custom banner are shown below)

City of Bonita Springs Florida

Code of Ordinances

GET NOTIFIED

WHAT'S CHANGED

JAN 29, 2016 (CURRENT)

BONITA SPRINGS CITY CODE

PREFACE

SUPPLEMENT HISTORY TABLE

CHARTER

ARTICLE I. - [IN GENERAL]

ARTICLE II. - [EFFECTIVE DATE]

Bonita Springs, Florida - Code of Ordinances

Show Changes

Code of Ordinances

Supplement 2

Online content updated on January 29, 2016

BONITA SPRINGS CITY CODE

Codified through Ordinance No. 15-27, enacted December 2, 2015. (Supp. No. 2)

VIEW WHAT'S CHANGED

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality.

MuniDocs. MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After user's login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types

Name
Minutes
Agendas
Budgets
Resolutions
Applications
Forms
Policies
Manuals
Misc. Documents

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.

Ahoskie > Minutes

Name

Sort Date

UPLOAD FILES

Ord_2018-105 (4)

NEW FOLDER

19

20

20

20

Pla

Upload files

Drop file(s) here or click to upload

Supported file types

.doc, .docx, .pdf

Max file size

10 MB

Success! All files uploaded.

RESET

Name

Size

Status

Ord_2018-105 (4).pdf

144 KB

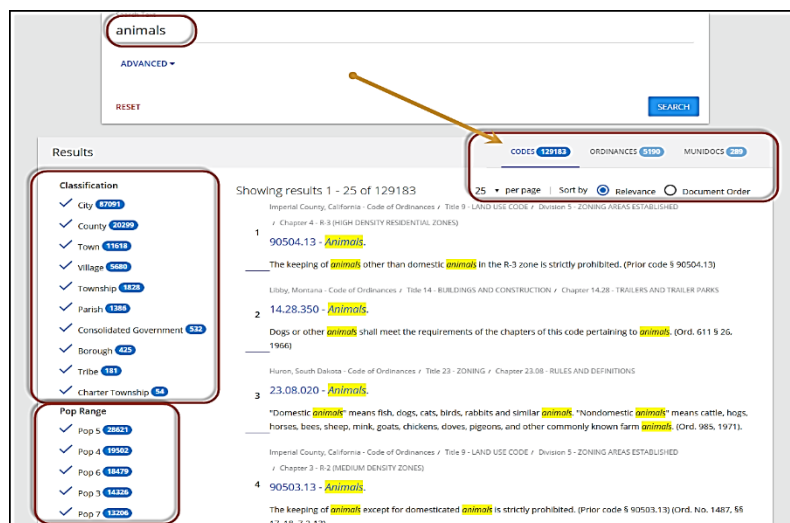
Success

BACK TO DASHBOARD

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MuniPRO. MuniPRO Searching allows you to search the over 3,700 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ★ **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ★ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



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ERIC R. OLSON
Solicitor General

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Chief Operating Officer



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COLORADO JUDICIAL CENTER
1300 Broadway, 10th Floor
Denver, Colorado 80203
Phone (720) 508-6000

STATE OF COLORADO
DEPARTMENT OF LAW

October 1, 2021

Dear Commissioner, Mayor, Administrator, Manager and/or Attorney:

We are pleased to inform you that the Colorado Department of Law has come to an agreement with Colorado's local governments for distributing opioid settlement and recovery funds to local counties and municipalities. The attached Memorandum of Understanding ("MOU") is the product of a lengthy and complex negotiation between the Attorney General's Office, Colorado Counties, Inc. ("CCI"), Colorado Municipal League ("CML"), and many negotiating local governments detailing that distribution process.

As you may know, the State, as well as several Colorado local governments, have pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado. That litigation recently resulted in settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, resulting in up to approximately \$400 million in settlement funds for both the State and Colorado local governments to abate the opioid crisis.

To maximize the settlement funds within Colorado, it is important that all Colorado counties and municipalities participate in these settlements and the distribution process by signing the following four documents:

1. The MOU that lays out the allocation of Opioid recoveries in the State of Colorado;
2. The Subdivision Settlement Participation Form that releases subdivisions' legal claims against Johnson & Johnson;
3. The Subdivision Settlement Participation Form that releases subdivisions' legal claims against AmerisourceBergen, Cardinal Health, and McKesson; and
4. The Colorado Subdivision Escrow Agreement that ensures subdivisions' legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

We are asking you to present the enclosed MOU, Subdivision Settlement Participation Forms, and Colorado Subdivision Escrow Agreement to the body or individual with authority to approve and execute the documents on behalf of your county or municipality. We request that you return the signed documents as detailed below by **November 5, 2021**. If you are unable to return the signed documents by this date, please contact Heidi Williams, Department of Law Director of Opioid Response, at

Heidi.Williams@coag.gov. By promptly returning the signed documents, we will be able to put Colorado and our local governments in a position to maximize our share of the settlements and begin putting the settlement funds to use abating the crisis in our communities.

Please email or mail the signed documents to either CCI or CML at the following addresses:

<u>For Counties:</u> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kyley Burress KBurress@ccionline.org Katie First KFirst@ccionline.org	<u>For Municipalities:</u> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org
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For more information about the opioid response funds, please check out our website at www.coag.gov/opioids. If you have any questions about the Colorado MOU, the settlements, or this letter, please contact Heidi Williams, Department of Law Director of Opioid Response, at Heidi.Williams@coag.gov.

Thank you for your partnership and commitment to Colorado.

Phil Weiser
Attorney General

**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).¹
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

¹ 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:²
 - 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

² 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,³ 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

³ 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.⁴
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

⁴ 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):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵	Incentive Payment B Eligibility Percentage
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"),

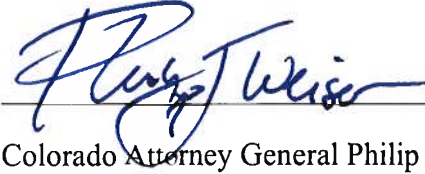
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through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

Name & Title_____

On behalf of _____

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

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

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

B. INTERVENTION

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

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

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

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

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

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

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

E. PEOPLE IN TREATMENT AND RECOVERY

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

II. PREVENTION

F. PRESCRIBING PRACTICES

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

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

G. MISUSE OF OPIOIDS

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

H. OVERDOSE DEATHS AND OTHER HARMS

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

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

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

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

J. FIRST RESPONDERS

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

K. COMMUNITY LEADERSHIP

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

L. STAFFING AND TRAINING

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

M. RESEARCH

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

N. OTHER

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

Exhibit B

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Adams County	Adams	County	
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
Alamosa County	Alamosa	County	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
Arapahoe County	Arapahoe	County	
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	
Archuleta County	Archuleta	County	
Pagosa Springs	Archuleta	City	
Baca County	Baca	County	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
Bent County	Bent	County	
Las Animas	Bent	City	
Boulder County	Boulder	County	
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	
Broomfield	Broomfield	City/County	
Chaffee County	Chaffee	County	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
Cheyenne County	Cheyenne	County	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
Clear Creek County	Clear Creek	County	
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	
Conejos County	Conejos	County	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
Costilla County	Costilla	County	
Blanca	Costilla	City	
San Luis	Costilla	City	
Crowley County	Crowley	County	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
Custer County	Custer	County	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
Delta County	Delta	County	
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
Denver	Denver	City/County	
Dolores County	Dolores	County	
Dove Creek	Dolores	City	
Rico	Dolores	City	
Douglas County	Douglas	County	
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	
Eagle County	Eagle	County	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
El Paso County	El Paso	County	
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	
Elbert County	Elbert	County	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
Fremont County	Fremont	County	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
Garfield County	Garfield	County	
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	
Gilpin County	Gilpin	County	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
Grand County	Grand	County	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
Gunnison County	Gunnison	County	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
Hinsdale County	Hinsdale	County	
Lake City	Hinsdale	City	
Huerfano County	Huerfano	County	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
Jackson County	Jackson	County	
Walden	Jackson	City	
Jefferson County	Jefferson	County	
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	
Kiowa County	Kiowa	County	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
Kit Carson County	Kit Carson	County	

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	
La Plata County	La Plata	County	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
Lake County	Lake	County	
Leadville	Lake	City	
Larimer County	Larimer	County	
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
Las Animas County	Las Animas	County	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
Lincoln County	Lincoln	County	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
Logan County	Logan	County	
Crook	Logan	City	
Fleming	Logan	City	
Iliff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
Mesa County	Mesa	County	
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	
Mineral County	Mineral	County	
City of Creede	Mineral	City	
Moffat County	Moffat	County	
Craig	Moffat	City	
Dinosaur	Moffat	City	
Montezuma County	Montezuma	County	
Cortez	Montezuma	City	
Dolores	Montezuma	City	
Mancos	Montezuma	City	
Montrose County	Montrose	County	
Montrose	Montrose	City	
Naturita	Montrose	City	
Nucla	Montrose	City	
Olathe	Montrose	City	
Morgan County	Morgan	County	
Brush	Morgan	City	
Fort Morgan	Morgan	City	
Hillrose	Morgan	City	
Log Lane Village	Morgan	City	
Wiggins	Morgan	City	
Otero County	Otero	County	
Cheraw	Otero	City	
Fowler	Otero	City	
La Junta	Otero	City	
Manzanola	Otero	City	
Rocky Ford	Otero	City	
Swink	Otero	City	
Ouray County	Ouray	County	
Ouray	Ouray	City	
Ridgway	Ouray	City	
Park County	Park	County	
Alma	Park	City	
Fairplay	Park	City	
Phillips County	Phillips	County	
Haxtun	Phillips	City	
Holyoke	Phillips	City	
Paoli	Phillips	City	
Pitkin County	Pitkin	County	
Aspen	Pitkin	City	
Basalt	Pitkin	City	2 counties
Snowmass Village	Pitkin	City	
Prowers County	Prowers	County	

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	
Pueblo County	Pueblo	County	
Boone	Pueblo	City	
Pueblo	Pueblo	City	
Rye	Pueblo	City	
Rio Blanco County	Rio Blanco	County	
Meeker	Rio Blanco	City	
Rangely	Rio Blanco	City	
Rio Grande County	Rio Grande	County	
Center	Rio Grande	City	2 counties
Del Norte	Rio Grande	City	
Monte Vista	Rio Grande	City	
South Fork	Rio Grande	City	
Routt County	Routt	County	
Hayden	Routt	City	
Oak Creek	Routt	City	
Steamboat Springs	Routt	City	
Yampa	Routt	City	
Saguache County	Saguache	County	
Bonanza	Saguache	City	
Center	Saguache	City	2 counties
Crestone	Saguache	City	
Moffat	Saguache	City	
Saguache	Saguache	City	
San Juan County	San Juan	County	
Silverton	San Juan	City	
San Miguel County	San Miguel	County	
Mountain Village	San Miguel	City	
Norwood	San Miguel	City	
Ophir	San Miguel	City	
Sawpit	San Miguel	City	
Telluride	San Miguel	City	
Sedgwick County	Sedgwick	County	
Julesburg	Sedgwick	City	
Ovid	Sedgwick	City	
Sedgwick	Sedgwick	City	
Summit County	Summit	County	
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	
Teller County	Teller	County	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
Washington County	Washington	County	
Akron	Washington	City	
Otis	Washington	City	
Weld County	Weld	County	
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*

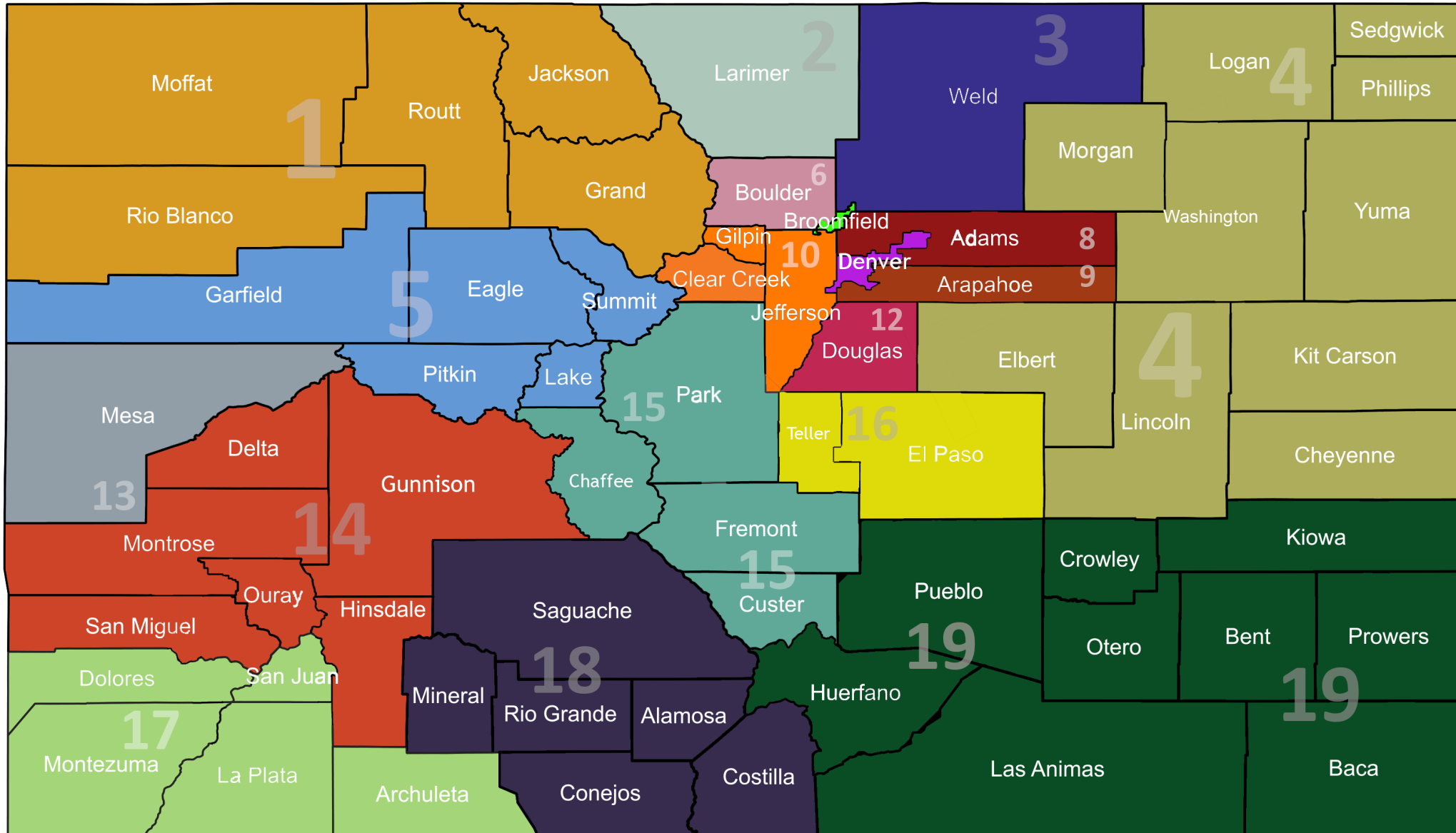
Government Name	County	Gov't Type	Multi-County
Yuma County	Yuma	County	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*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%
TOTAL	100.0000%

Exhibit E

Exhibit E - Intracounty Allocations^{1,2}

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%
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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
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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%

¹ 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.

² 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)¹

- 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.

¹ 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 AGREEMENT²

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 MOU³;

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;

² 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.

³ 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 MOU⁴. 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

⁴ 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.⁵ 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,

⁵ 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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Colorado Opioids Settlement Memorandum of Understanding

Summary

Below is a brief overview of the key provisions outlined in the Colorado Opioids Settlement Memorandum of Understanding (“Colorado MOU”). The Colorado MOU was signed by Colorado Attorney General Phil Weiser on August 26, 2021. In order to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary.

Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement in the sharing and distribution of opioid settlement funds. The points below summarize the framework laid out in the Colorado MOU for distributing and sharing opioids settlement proceeds throughout Colorado. Please see the full Colorado MOU and exhibits for additional details.

While Colorado’s local governments are currently being asked to participate in recent settlements with the “Big 3” Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements.

A. Allocation of Settlement Funds

The Colorado MOU provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado. Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 1. 10% directly to the State (“State Share”)**
- 2. 20% directly to Participating Local Governments (“LG Share”)**
- 3. 60% directly to Regions (“Regional Share”)**
- 4. 10% to specific abatement infrastructure projects (“Statewide Infrastructure Share”)**

Under the Colorado MOU, all settlement funds must be used only for “Approved Purposes,” a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder (“OUD”) treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

B. General Abatement Fund Council

A General Abatement Fund Council (the “Abatement Council”), consisting of representatives appointed by the State and Participating Local Governments, will ensure that the distribution of opioid funds complies with the terms of any settlement and the terms of the Colorado MOU. The Abatement Council will consist of 13 members, seven appointed by the State and six appointed by the Participating Local Governments.

C. Local Government Share (20%)

Twenty percent of settlement funds will be paid directly to Participating Local Governments. Exhibit D to the Colorado MOU lists the percentage to each County Area (that is, the county government plus the municipalities within that county), and Exhibit E further breaks down those allocations to an intracounty level using a default allocation.

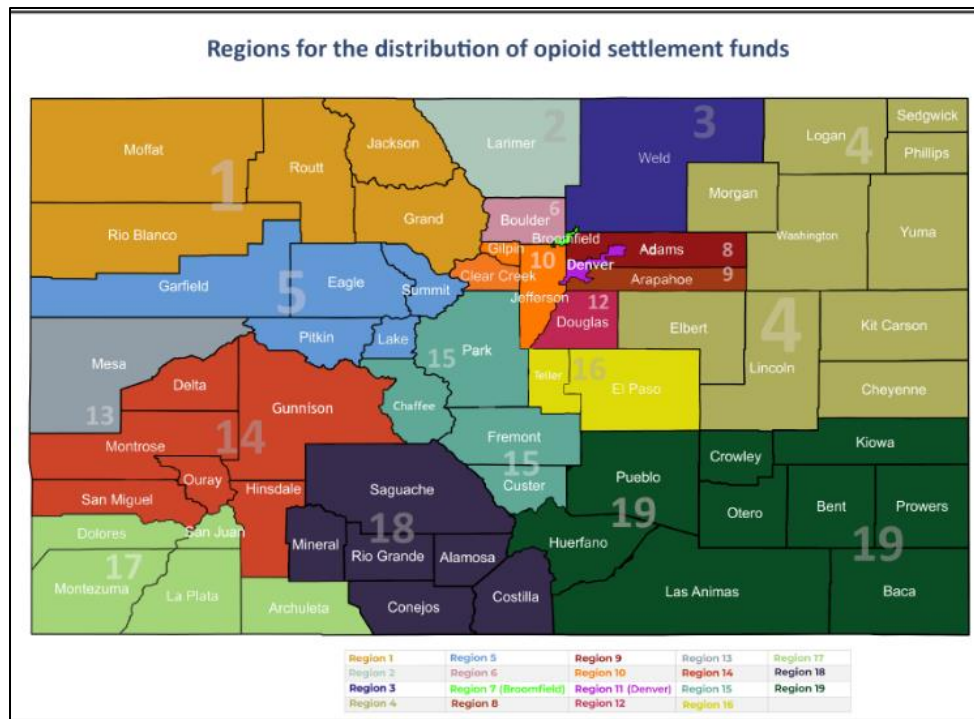
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of opioids distributed within the county.

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

Participating Local Governments will provide data on expenditures from the LG Share to the Abatement Council on an annual basis. If a local government wishes, it may forego its LG Share and direct it to the Regional Share. A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG Share that it would have received will instead be re-allocated to the Regional Share for the region where that local government is located.

D. Regional Share (60%)

Sixty percent of settlement funds will be allocated to single- or multi-county regions made up of local governments. These regions were drawn by local governments to make use of existing local infrastructure and relationships. The regional map is shown below, as well as in Exhibit C to the Colorado MOU:



Allocations to regions will be calculated according to the percentages in Exhibit F. Each region will create its own “Regional Council” to determine what Approved Purposes to fund with that region’s allocation from the Regional Share. Regional governance models are attached to the Colorado MOU as Exhibit G. Each region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate, subject to the terms of the Colorado MOU. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

A local government that chooses not to participate or sign onto the Colorado MOU shall not receive any opioid funds from the Regional Share and shall not participate in the Regional Councils.

E. State Share (10%)

Ten percent of settlement funds will be allocated directly to the State for statewide priorities in combating the opioid epidemic. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado. On an annual basis, the State shall provide all data on expenditures from the State Share, including administrative costs, to the Abatement Council.

F. Statewide Infrastructure Share (10%)

Ten percent of the settlement funds will be allocated to a Statewide Infrastructure Share to promote capital improvements and provide operational assistance for the development or improvement of infrastructure necessary to abate the opioid crisis anywhere in Colorado.

The Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

G. Attorneys' Fees and Expenses Paid Through a Back-Stop Fund

To a large extent, the national opioid settlements occurred because of the pressure that litigating entities and their counsel exerted on defendants through their lawsuits. The attorneys' fee provision equitably allocates the cost of attorneys' fees, while also allowing non-litigating entities to share in the 25% premium for releases by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements. The work that was done by the litigating entities and their law firms in the litigation has substantially contributed to achieving the settlements that are currently being offered and those that are anticipated in the future.

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund.

Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

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

H. Participation in the Colorado MOU and Expected Timeline

The MOU was designed to ensure that as many local governments as possible would agree to its terms. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. On August 26, 2021, Colorado Attorney General Phil Weiser signed the MOU. It is projected that settlement funds from the "Big 3" Distributor/Johnson & Johnson settlements could be made available as soon as July 2022 and will be distributed within Colorado according to the MOU.

Along with the MOU, each local government will need to sign a Subdivision Settlement Participation Form for each of the settlements (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

A copy of the MOU with signature pages for each local government, the Subdivision Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement will be

provided by the Attorney General's Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

<u>For Counties:</u> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kiley Burress at KBurress@ccionline.org Katie First at KFirst@ccionline.org	<u>For Municipalities:</u> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org
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If you have any questions, please reach out to Heidi Williams of the Colorado AG's office at Heidi.Williams@coag.gov.

Colorado Opioids Settlement MOU: Frequently Asked Questions

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

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

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

2. Who put together the Colorado MOU?

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

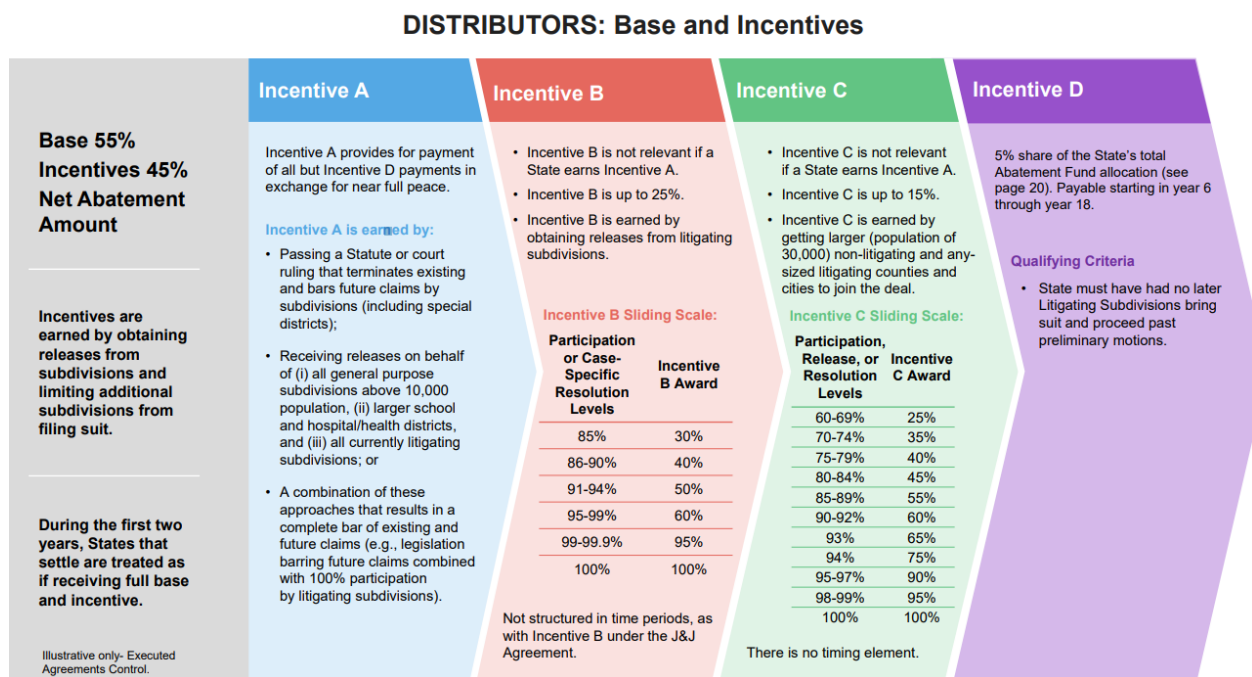
3. How much money will Colorado receive and over what period of time?

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

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

4. How can we maximize Colorado's recovery?

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



JOHNSON & JOHNSON: Base and Incentives

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

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

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

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

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

7. How will the money be spent?

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

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

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

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

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

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

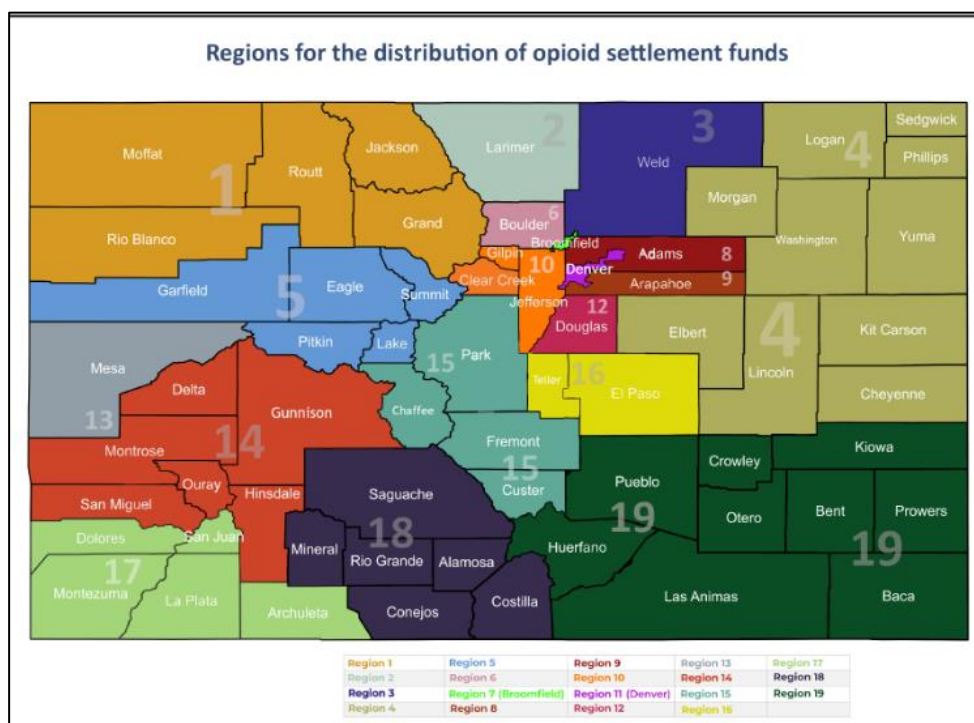
The intracounty allocations in Exhibit E are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use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

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

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

9. How will payments to Regions be allocated?

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



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

10. How will the Regions be governed?

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

11. How will the Statewide Infrastructure Share work?

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

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

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

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

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

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

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

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

14. How do I sign the MOU?

Local governments should sign four documents.

a. First is the MOU.

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

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

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

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

<u>For Counties:</u> Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kyley Burress KBurress@ccionline.org Katie First KFirst@ccionline.org	<u>For Municipalities:</u> Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org
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If you have any questions, please reach out to Heidi Williams of the Colorado AG's office at Heidi.Williams@coag.gov.

EXHIBIT K

Settlement Participation Form

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

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

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

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

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

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

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

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

Colorado Subdivision Escrow Agreement

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

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

Purpose of this Agreement

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

Escrow

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

Distributor Settlement

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

J&J Settlement

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

Colorado Subdivision Name _____

Authorized Signature

Date

BOARD OF TRUSTEES AGENDA MEMO

DATE: 11.16.2021	AGENDA NO 5	SUBJECT: PPRTA Fourth Amended and Restated Establishing IGA
Prepared by: Angie Sprang, Town Manager		

Background:

On October 13, 2021 Pikes Peak Rural Transportation Authority (PPRTA) Board of Directors met and approved a proposed Fourth Amended and Restated Establishing IGA to be referred out to the Member Governments for approval. This Fourth Amended and Restated Establishing IGA revises language regarding the number of votes assigned to each member of the PPRTA's Board of Directors in order to maintain the current ratio of 3 votes for the board members representing the City of Colorado Springs, 3 votes for the board members representing El Paso County, and 3 votes allocated evenly to the board member presenting each of the other jurisdictions.

Discussion:

The two attached versions ("redlined" and "clean") of the PPRTA Fourth Amended and Restated Establishing IGA were approved by the PPRTA Board of Directors this week to be referred to its member jurisdictions for review and submission to the governing body for approval. The redlined version shows the changes from the Third Amended and Restated Establishing IGA.

The PPRTA requests that each of its member governments approve this Fourth Amended and Restated Establishing IGA as soon as possible, but not later than January 1, 2022.

Each member government needs to approve the a Fourth Amended and Restated Establishing IGA with a minimum of two-thirds of the total membership of each member government's governing body.

For the Clerks of the member governments: The PPRTA requests a copy of the approved resolution or minutes of the official action confirming the approval of the Fourth Amended and Restated Establishing IGA as well as the specific vote count of the entire membership of your governing body.

Recommended Action:

Approve of and cast GMFs PPRTA vote for approval of the PPRTA Fourth Amended and Restated Establishing IGA, as presented.

Recommended Motion:

I _____, move to cast our Green Mountain Falls PPRTA vote for approval of the PPRTA Fourth Amended and Restated Establishing IGA, as presented.

Respectfully Submitted,
Angie Sprang

Fourth Amended and Restated Intergovernmental Agreement
Among El Paso County, Colorado,
The City of Colorado Springs, The City of Manitou Springs,
The Town of Green Mountain Falls, and The Town of Ramah Regarding the Pikes
Peak Rural Transportation Authority

Recitals

- A. El Paso County, Colorado (hereinafter “County”) is a duly-organized county and political subdivision of the State of Colorado.
- B. The City of Colorado Springs (hereinafter “Colo. Spgs.”) is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- C. The City of Manitou Springs (hereinafter “Manitou”) is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- D. The Town of Green Mountain Falls (hereinafter “GMF”) is a municipal corporation organized under Title 31 of the Colorado Revised Statutes.
- E. The Town of Ramah (hereinafter “Ramah”) is a duly organized statutory town and political subdivision of the State of Colorado.
- F. County, Colo. Spgs., Manitou, GMF, Ramah, and any other party that is added to this Agreement on or after January 1, 2022 may be referred to collectively in this Agreement as “Parties” or individually as a “Party.”
- G. The Parties desire to improve funding for expansion and maintenance of regional transportation and transit systems within their jurisdictions, and desire to engage in these activities in a cooperative and comprehensive manner.
- H. Whereas, in 2004, the Board of County Commissioners of El Paso County, Colorado (hereinafter “County Board”), the City Council of the City of Colorado Springs (hereinafter “Colo. Spgs. Council”), the City Council of the City of Manitou Springs (hereinafter “Manitou Council”), and the Board of Trustees of the Town of Green Mountain Falls (hereinafter “GMF Trustees”) mutually determined that the creation of a Rural Transportation Authority, authorized pursuant to Sections 43-4-601 *et seq.*, C.R.S., would be the most effective method of accomplishing the desires of the Parties as reflected in this Agreement.
- I. Whereas, the County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees entered into an Intergovernmental Agreement for Creation of the Pikes Peak Rural Transportation Authority dated August 26, 2004.

- J. Whereas, effective January 1, 2009, Ramah was added as a Party to this Agreement and the territory within its boundaries was included into the Pikes Peak Rural Transportation Authority.
- K. Whereas, the Parties have concluded that it is in the best interest of the Parties and the public to amend the Agreement to reflect current circumstances and needs of the citizens of the Parties.

THEREFORE, be it resolved by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Board of Trustees of the Town of Ramah (hereinafter "Ramah Trustees") that the Parties, based on the mutual promises and considerations contained herein, agree as follows:

Terms and Conditions of Agreement

- 1.0 **Authority to Enter Agreement.** The Parties are authorized to enter into this Agreement pursuant to Sections 43-4-601 *et seq.*, C.R.S.
- 2.0 **Creation, Name of Authority, and Members.** The County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees, established a rural transportation authority pursuant to Section 43-4-603(1), C.R.S. and upon approval of a majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF at the general election held on November 2, 2004, established the Pikes Peak Rural Transportation Authority (A Regional Transportation Authority) (hereinafter the "Authority"). Effective January 1, 2009, the territory within Ramah was included into the boundaries of the Authority and Ramah became a member of the Authority and Party to this Agreement.
- 3.0 **Political Subdivision.** The Authority is a separate political subdivision and body corporate of the State of Colorado, and possesses all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, as restricted by Section 7 of this Agreement.
- 4.0 **Purpose and Activities of the Authority.** The purpose and activities of the Authority shall be limited to the funding of transportation capital improvements, maintenance and operations, and transit service within the Authority boundaries established in this Agreement. Such projects shall be compatible with established state and local transportation plans that transport or convey people or goods, or permit people or goods to be transported or conveyed, within or through El Paso County by any means. It is the intent of the Parties that funding from the Authority will not be used to substitute for or reduce Colo. Spgs.' funding to the existing transit system, or to substitute for or reduce any Party's funding for maintenance activities.
 - 4.1 The Parties agree, as the process for accomplishing the projects and activities funded through the Authority, that the Authority Board of

Directors' (hereinafter "PPRTA Board") primary responsibility will be the management and disbursement of funds generated by the Authority, and the activities that support those functions. The PPRTA Board will determine annual appropriations and the order in which projects shall be funded for transportation capital improvements, in accordance with the applicable ballot language, November 2, 2004 or November 6, 2012, as amended by the November 7, 2017 ballot language, and based on recommendations from the Parties. Each Party shall determine the appropriation amounts for maintenance activities which are funded under this Agreement located within its boundaries (which for purposes of the County shall be all unincorporated areas of the County). Colo. Spgs. shall determine the appropriation amounts for transit activities which are funded under this Agreement. The Authority shall implement the Authority's transportation capital, maintenance, and transit projects through subsequent intergovernmental agreements between the Authority and the various Parties for the expenditure of Authority funds on behalf of the Authority. The Parties, in carrying out these intergovernmental agreements, may contract on the Authority's behalf with other governments or private businesses to expend Authority funds for the purpose of implementing those projects.

- 5.0 **Allocation of Revenues.** The Authority shall pay its administrative expenses from the gross revenue generated by the tax authorized under Section 7.2 of this Agreement. Administrative expenses shall not exceed one percent (1%) of the gross revenue generated. All remaining funds, including earnings generated by such funds, shall be considered net revenue. The net revenue generated by the Authority shall be allocated to funding specific projects in the following percentages:

- 5.1 Transportation capital improvements - fifty five percent (55%) of net revenue. Such projects are specified in the applicable ballot language and the Authority shall not expend transportation capital improvement funds except in accordance with the applicable ballot language. This component was originally set to sunset ten (10) years after the first collection of the one percent (1%) sales tax approved by voters at the general election on November 2, 2004 (on December 31, 2014), but was extended for an additional ten (10) years by approval of the voters at the general election on November 6, 2012 (to sunset December 31, 2024), and amended by approval of the voters at the general election on November 7, 2017.

- 5.1.1 Transportation capital improvement funds shall be distributed for the projects specified in the applicable ballot language and only in such amounts that will fund the entire Authority cost of each project, at such time and in such manner as shall be determined by the PPRTA Board. Upon completion of the projects on the "A" list of the applicable ballot question, and in order to ensure each and every member will receive their proportionate share of funds received,

allocation of funding in each calendar year for projects on the “B” list of the applicable ballot question shall be proportional to the population of the various members of the Authority. These transportation capital improvement funding percentages shall be adjusted after each decennial Federal Census, effective January 1st of the year after the results of each decennial Federal Census are made available.

- 5.1.2 Any funds from tax revenues generated before January 1, 2015 and remaining in the transportation capital improvement fund after December 31, 2014 shall be used to complete remaining listed transportation capital improvement projects from the November 2, 2004 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first. Any funds generated after December 31, 2014 and remaining in the transportation capital improvement fund after December 31, 2024 shall be used to complete remaining listed transportation capital improvement projects from the November 6, 2012 ballot language as amended by the November 7, 2017 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first.
- 5.1.3 Any Party joining this Agreement after January 1, 2005, is ineligible for transportation capital improvement funding as authorized by the November 2, 2004 ballot language. Any Party joining this Agreement after January 1, 2013, is ineligible for transportation capital improvement funding as authorized by the November 6, 2012 ballot language.
- 5.2 Maintenance - thirty five percent (35%) of net revenue. Within this category, the funds will be allocated to each Party based on the most recent decennial Federal Census. These maintenance funding percentages shall be adjusted after each decennial Federal Census, effective January 1st of the year after the results of each decennial Federal Census are made available, and shall be proportional to the population of the various members of the Authority. The Authority shall not expend maintenance funds for any other purpose.
 - 5.2.1 The first funds available for use in maintenance activities shall be available on or after April 1, 2005.
 - 5.2.2 Upon acceptance of a new Party to this Agreement, the Authority shall adjust funding within this category to be proportional to the population of the various members of the Authority, using the most recent decennial Federal Census. Such adjustment must be

completed prior to January 1st of the year following acceptance of a new Party to this Agreement.

5.2.3 Following the sunset of the transportation capital improvements portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), maintenance funding shall be allocated 77.78% of the net revenue, divided in the percentages previously determined.

5.3 Transit - ten percent (10%) of net revenue. Transit funds shall only be used to implement Colo. Spgs. sponsored transit activities. The Authority shall not expend transit funds for any other purpose.

5.3.1 Transit funding shall be available for use on or after April 1, 2005.

5.3.2 Any Party joining this Agreement after January 1, 2005 is ineligible for transit funding. However, those Parties may receive transit service provided by Colo. Spgs.

5.3.3 Following the sunset of the transportation capital improvements portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), transit funding shall be allocated 22.22% of the net revenue.

6.0 **Board of Directors.** The PPRTA Board is vested with all legislative and management power of the Authority.

6.1 The PPRTA Board shall consist of three (3) Directors appointed by the County Board, who shall be County Commissioners; three (3) Directors appointed by the Colo. Spgs. Council, who shall be Colo. Spgs. Councilmembers; one (1) Director appointed by the Manitou Council, who shall be a Manitou Councilmember; one (1) Director appointed by the GMF Trustees, who shall be a Board member/Trustee; and one (1) Director appointed by the Ramah Trustees, who shall be a Board member/Trustee. The various boards and councils shall select and appoint their Directors in any lawful manner determined by the respective Board or Council, provided such Director is eligible for appointment under Section 6.3 of this Agreement. The PPRTA Board shall continue to consist of three (3) County Directors, three (3) Colo. Spgs. Directors, one (1) Manitou Director, one (1) GMF Director, and one (1) Ramah Director until modified as provided in Section 6.2.

6.2 Additional Directors of the PPRTA Board shall be appointed by the governing body of any Party which joins this Agreement, or if the State of Colorado joins this Agreement, such member shall be appointed by the Governor of the State of Colorado. Any new Party or the State of Colorado

shall be entitled to appoint one (1) Director to the PPRTA Board upon joining this Agreement. Any director appointed by the State of Colorado shall be a non-voting member.

- 6.3 Any City Councilmember, County Commissioner, or Town Board member/Trustee of a Party may be appointed by that Party's governing board to the PPRTA Board. If the State of Colorado becomes a Party, the Governor may appoint any elector of the State of Colorado to the PPRTA Board.
- 6.4 All Authority Directors shall serve without compensation.
- 6.5 The term of office for an individual Authority Director shall be one (1) year, and all terms shall commence on January 1st and terminate on December 31st of each calendar year. Any Director appointed by the Governor of the State of Colorado shall serve such term as may be specified by the Governor.
- 6.6 Any Director may be removed from the PPRTA Board by a majority vote of the members of the governing body appointing such Director to the PPRTA Board. Any Director may voluntarily resign from the PPRTA Board.
- 6.7 Any vacancies on the PPRTA Board shall be filled by the appointing body in such manner as it may determine, provided such Director is eligible for appointment under Section 6.3 of this Agreement, but in any event, within thirty (30) days of the creation of a vacancy.
- 6.8 A Director shall disqualify himself or herself from voting on any issue with respect to which the Director has a conflict of interest, unless the Director has disclosed the conflict of interest in compliance with Section 18-8-308, C.R.S.
- 6.9 Any Party may name an alternate Director who may vote in place of any absent or disqualified Director.
- 6.10 The PPRTA Board shall elect the following officers upon its formation, and thereafter at its first meeting of each calendar year:
 - 6.10.1 **Chairperson**, a Director who shall preside over all meetings of the PPRTA Board, may sign all contracts and agreements of the Authority, and in general shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Bylaws of the Authority or by the PPRTA Board.

- 6.10.2 **Vice-Chairperson**, a Director who shall serve as Chairperson, in the Chairperson's absence or during the Chairperson's inability to act. The Vice-Chairperson shall have such other duties as may be defined by the Bylaws of the Authority or by the PPRTA Board.
- 6.11 In addition, the PPRTA Board shall appoint a Secretary, who shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Bylaws of the Authority or by the PPRTA Board. The Secretary may be an employee of the PPRTA Board, an independent contractor, or a volunteer.
- 6.12 The Authority officers shall be elected by a majority vote of all Directors.
- 6.13 The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same governmental body. Only Directors appointed by Colo. Spgs. or the County are eligible for selection as Chairperson or Vice-Chairperson.
- 6.14 The PPRTA Board shall meet no less than twice per calendar year. Meetings will be held at the Pikes Peak Area Council of Governments offices, or such other location as may from time to time be designated by the PPRTA Board. Notice of meetings shall be posted in such place and manner as determined by the Bylaws of the Authority, in accordance with the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S.
- 6.15 A majority of the PPRTA Board shall constitute a quorum. No official action shall be taken by the PPRTA Board unless a quorum is present at a meeting. Any action taken by the PPRTA Board shall be approved by a simple majority of the total number of votes assigned to those Directors present and voting, except as may otherwise be provided for in this Agreement. Directors appointed by the County Board and the Colo. Spgs. Council shall each be assigned one (1) vote. Directors appointed by the Manitou Council, the GMF Trustees, the Ramah Trustees, and any governing body of a Party joining on or after January 1, 2022 shall each be assigned a vote calculated as follows: three (3) divided by the current number of Parties to the Agreement other than the County and Colo. Spgs. By way of example, as of January 1, 2021 this formula would yield $3 / 3 = 1$ vote each. If one additional Party joins this Agreement this formula would yield $3 / 4 = 0.75$ vote each. Any Director appointed by the Governor of the State of Colorado shall not be counted towards quorum requirements and shall not vote on any action.
- 6.16 The PPRTA Board may promulgate policies and procedures that govern its conduct.

- 6.17 The proceedings of the PPRTA Board shall comply with all provisions of the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S., and shall provide opportunities for public input by, at minimum, permitting the public to address the PPRTA Board in open meetings. The PPRTA Board shall adopt procedures for calling emergency meetings.
- 6.18 The PPRTA Board shall appoint a citizen advisory or citizen oversight committee and define the duties thereof.
- 6.19 **Board Powers.** The PPRTA Board may exercise the following powers:
 - 6.19.1 Adoption of such bylaws as it deems necessary;
 - 6.19.2 Fixing the time and place of meetings and the method of providing notice of such meetings;
 - 6.19.3 Making and passing such orders and resolutions necessary for the government and management of the affairs of the Authority and the execution of the Authority's powers;
 - 6.19.4 Adoption and use of a seal;
 - 6.19.5 Maintaining offices at such place or places as the PPRTA Board may designate;
 - 6.19.6 Contracting for professional services as deemed necessary to administer and implement the purposes of this Agreement;
 - 6.19.7 Prescribing methods for auditing and allowing or rejecting claims and demands, or for acquisition of equipment; and
 - 6.19.8 Exercising all rights and powers necessary or incidental to or implied from the specific powers granted by this Agreement.
- 6.20 **Annual Audit.** The PPRTA Board shall provide for an annual financial audit.
- 7.0 **Powers of the Authority.** The Authority, acting through the PPRTA Board, shall have only the following powers:
 - 7.1 To fund transportation capital improvements, maintenance and operations, and transit services, within the boundaries of the Authority, as restricted by Section 5 of this Agreement, using funds obtained pursuant to Section 7.2, below, based on annual recommendations from the Parties, and consistent with Section 5.1 of this Agreement;

- 7.2 In accordance with the approval of a majority of voters residing within the boundaries of the Authority on November 2, 2004 and November 6, 2012, to levy sales and use taxes at a rate of one percent (1%). Following the sunset of the capital transportation improvement portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), the Authority shall levy forty-five one-hundredths of one percent (0.45%) sales and use taxes, for the purposes of maintenance, operations, and transit;
- 7.3 To invest or deposit any revenue as provided for by Section 43-4-616, C.R.S.;
- 7.4 To sue and to be sued;
- 7.5 To have perpetual existence;
- 7.6 To enter into contracts and agreements affecting the affairs of the Authority;
- 7.7 To fund, construct, operate, or maintain rural transportation systems (now regional transportation systems) within the Authority's boundaries;
- 7.8 To purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and any interest therein including easements and rights-of-way;
- 7.9 To accept real or personal property for the use of the Authority and to accept gifts and conveyances upon the terms and conditions as the PPRTA Board may approve;
- 7.10 To contract with a person or persons to assist the PPRTA Board with administrative, accounting, and financial services which may be required to carry out the duties enumerated in this Agreement, or to contract with any person or persons authorized under Section 6.19.6 of this Agreement. The Parties intend for the Authority to contract with the Pikes Peak Area Council of Governments to provide these administrative and accounting services, as well as a PPRTA Board secretary and a financial officer; and
- 7.11 In no event shall the Authority be authorized to exercise the power of eminent domain, issue bonds, impose motor vehicle registration fees, or impose any visitor benefit tax that may otherwise be permitted under law. The Authority shall not accept any Highway User Tax Funds from the State of Colorado.

8.0 **Boundaries.** The legal boundaries of the Authority are as follows:

- 8.1 All unincorporated areas within the boundaries of El Paso County, Colorado;
 - 8.2 The corporate limits of the City of Colorado Springs, as comprised on January 1, 2005, and as may be comprised in the future;
 - 8.3 The corporate limits of the City of Manitou Springs, as comprised on January 1, 2005, and as may be comprised in the future;
 - 8.4 The corporate limits of the Town of Green Mountain Falls, as comprised on January 1, 2005, and as may be comprised in the future;
 - 8.5 The corporate limits of the Town of Ramah, as comprised on January 1, 2009, and as may be comprised in the future; and
 - 8.7 Additional territory shall be included in, or excluded from, the Authority boundaries by following the procedures in Section 12 of this Agreement.
- 9.0 **Effective Date.** This Agreement first became effective upon certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to Section 43-4-603(1), C.R.S., after the approval of the majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF, at the general election held on November 2, 2004. The First Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 6, 2012 election. The Second Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 7, 2017 election. The Third Amended and Restated Intergovernmental Agreement shall become effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees. The Agreement shall continue in full force and effect until terminated.
- 9.1 The Agreement may be terminated only upon the unanimous agreement of the Parties. Such agreement shall be expressed by vote of the governing bodies of every signatory to the Agreement. Such vote must be approved by unanimous consent of the membership of each governing body. The Authority shall continue for a period of ninety (90) days following the final vote to terminate the Agreement, at which time the Authority and the Agreement shall be terminated.
- 10.0 **Disposition of Assets Upon Termination.** The State of Colorado is ineligible for any distribution of property under this Section. Upon any termination of the

Authority pursuant to Section 9, the following method shall be used to distribute, dispose of, or divide the assets of the Authority:

- 10.1 Any real property interest or fixtures to real property shall become the property of the Party in whose jurisdiction such real estate or fixture is located. If property is located within a jurisdiction that is no longer a Party to the Agreement, it shall become the property of the County.
 - 10.2 Any personal property shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts. Such funds shall be divided among the Parties to the Agreement based upon the number of persons residing in the jurisdiction of each Party, relative to the total number of persons residing in the Authority's boundaries, expressed as a percentage.
 - 10.3 Any other property not addressed above shall be distributed to one or more Parties to the Agreement, as determined by the PPRTA Board members prior to termination of the Authority.
- 11.0 **Amendment of Agreement.** This Agreement may be amended upon the unanimous consent of all Parties. Such consent shall be manifested by a two-thirds affirmative vote of the membership of the governing body of each Party. This Section is inapplicable to additions or deletions of territory under Section 12 of the Agreement. Section 9.1 of this Agreement may only be amended by a unanimous vote of the membership of the governing body of each Party.
- 12.0 **Addition or Deletion of Parties and Territory to this Agreement.**
- 12.1 Any municipality (as defined by Section 31-1-101(6), C.R.S.), or any county organized under the laws of the State of Colorado, may request to become a Party to this Agreement and a member of the Authority.
 - 12.2 An entity described in Section 12.1 may request to be added as a Party to this Agreement, and its corporate boundaries to be added to the territory of the Authority, upon a majority vote by the governing body of such municipality or county. The governing body shall place the matter on the ballot for approval of a majority of voters residing in such jurisdiction at any general or special election requesting approval to join the Authority.
 - 12.3 In no event shall an additional municipality or county become a Party to this Agreement without the unanimous consent of the existing Parties. Such assent shall be determined by a majority vote of the governing bodies of each existing Party.
 - 12.4 Any Party may terminate its participation in the Authority by passage of a resolution of the governing body of the political subdivision, provided such

resolution is passed by a two-thirds majority of the membership of the governing body.

12.4.1 In no event may a Party withdraw from the Agreement which, if such withdrawal were effective, would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties. In such cases, termination of the Authority is appropriate and must be pursued as provided for in this Agreement.

12.5 The PPRTA Board shall take the following actions to include Parties and additional territory within the Authority, or prior to deleting any Party and territory from the Authority:

12.5.1 Notice of the proposed inclusion or exclusion shall be published in a newspaper of general circulation within the Authority boundaries. Such notice shall be mailed to the State of Colorado Department of Local Affairs, Division of Local Government; to the Colorado Transportation Commission; and to the owners of all property to be included or excluded at the last known address described for the owners in the real estate records of the county in which the property is located.

12.5.2 Such notice shall describe the property to be included or excluded, shall specify the date, time, and place at which the PPRTA Board shall hold a public hearing on the proposed inclusion or exclusion, and shall state that persons objecting to the inclusion or exclusion may appear at the public hearing to object to the proposed inclusion or exclusion. The date of public hearing shall not be less than twenty (20) days after the mailing and publication of the notice.

12.5.3 The PPRTA Board shall, on the date and at the time specified, hear all objections to the proposed inclusion or exclusion.

12.5.4 The PPRTA Board may adopt a resolution including or excluding the described property upon the affirmative vote of two-thirds of the total number of votes assigned to the Directors (i.e. upon six (6) affirmative votes. The PPRTA Board shall file the resolution with the Director of the State of Colorado Department of Local Affairs, Division of Local Government.

12.5.5 The PPRTA Board may adjust the territory of the Authority as listed in Section 8 following approval under this Section as a ministerial act, and such act shall not constitute an amendment of this Agreement under Section 11.

- 12.6 Inclusion or exclusion of Parties and territory shall be effective on January 1st of the year following the passage and filing of a resolution as required by Section 12.5.4 of this Agreement.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

EL PASO COUNTY, COLORADO

CITY OF COLORADO SPRINGS

Stan VanderWerf, Chair
Board of County Commissioners
Date: _____

John W. Suthers, Mayor
Date: _____

CITY OF MANITOU SPRINGS

TOWN OF GREEN MOUNTAIN FALLS

John Graham, Mayor
Date: _____

Jane Newberry,
Date: _____

TOWN OF RAMAH

Dennis Carpenter, Mayor
Date: _____

ATTESTED TO:

El Paso County Clerk and Recorder

Colorado Springs City Clerk

Manitou Springs City Clerk

Green Mountain Falls Town Clerk

Ramah Town Clerk

APPROVED AS TO FORM:

El Paso County Attorney

Colorado Springs City Attorney

Manitou Springs City Attorney

Green Mountain Falls Town Attorney

Ramah Town Attorney

**GREEN MOUNTAIN FALLS, COLORADO
RESOLUTION NO. 2021-07**

**A RESOLUTION NAMING APPOINTMENTS TO COMMITTEES,
COMMISSIONS, AND OUTSIDE AGENCIES**

WHEREAS, the Board of Trustees of the Town of Green Mountain Falls, Colorado, pursuant to Colorado statute and the Town of Green Mountain Falls Municipal Code, is vested with the authority of administering the affairs of the Town of Green Mountain Falls, Colorado; and

WHEREAS, the Board of Trustees appoints members to the Planning Commission for regular, limited terms; and

WHEREAS, the Board of Trustees appoints members to various standing and ad-hoc advisory committees for regular, limited terms; and

WHEREAS, the Board of Trustees appoints various people to outside agency appointments to represent the interests of the town; and

WHEREAS, minimizing vacancies to these appointments – whether by reappointment or new appointment in advance of term expirations – maximizes continuity in each agency;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THAT:

Section 1.

The following members, alternates, or secretaries—as indicated—are hereby appointed, nominated, or reaffirmed to these commissions, committees, and outside agencies for the terms as specified:

Member Name	Term Beginning*	Term Ending**
GMF Planning Commission		
<i>The Planning Commission is charged with advising the Board of Trustees in matters of building permits, parking, signage, architectural controls, planning, and zoning, as well as the formulation of a Comprehensive Plan. The Commission consists of a fixed membership of five (5) members serving two (2) year terms, until replaced, appointed by the Board of Trustees. The Planning Commission itself elects a Chair and Vice Chair from among their members. The Board of Trustees may designate a Secretary who is a non Member of the Commission. In addition, the Mayor is a non-voting ex-officio member of the Planning Commission.</i>		
<i>Town Code Chapter 2 Article IX</i>		

Member Name		Term Beginning*	Term Ending**
<p><i>efforts/goals outlined in the GMF Comprehensive Plan. The Committee consists of a fixed membership of seven (5) members serving staggered three (3) year terms, appointed by the Board of Trustees. The Committee itself elects a Chair and Vice Chair from among their members. In addition, the Board of Trustees appoints a Secretary who is not a Member of the Committee.</i></p> <p style="text-align: right;"><i>Town Code Chapter 2 Article XII</i></p>			
David Douglas, Chair	(1)	November 2020	November 2023
Rich Bowman	(1)	December 2020	December 2023
Dan Battin	(1)	December 2020	December 2023
Fred Thrash	(1)	July 2020	July 2023
Vacancy			
? Member of the BOT ?			Ex-officio Member
Nathan Scott			Temp Secretary
<p>PPACG Board of Directors</p> <p><i>The Pikes Peak Area Council of Governments is comprised of membership spanning 16 participating local counties and municipalities. Its Board of Directors is charged with establishing objectives and policies related to issues that cross political boundaries, shared opportunities and challenges, and collaborative strategies for action. As a participating member government, the Town Board of Trustees designates a voting representative and an alternate from among the elected Board of Trustees to represent the Town during their term of office.</i></p> <p style="text-align: right;"><i>PPACG Board of Directors Bylaws, Article IV</i></p>			
Tyler Stevens, Trustee	(4)	April 18, 2016	April 21, 2020
Jane Newberry, Mayor (Alternate)	(4)	April 15, 2014	April 21, 2020
<p>PPACG Community Advisory Committee</p> <p><i>The Community Advisory Committee serves as the formal mechanism for the active participation of citizens in the planning, promotion, and evaluation of activities of the Pikes Peak Area Council of Governments, and assists the PPACG staff in keeping the general public informed relative to regional plans and programs. The CAC is a nontechnical body comprised of volunteers who offer a citizen's perspective on issues such as transportation, the environment, economic development and military impact planning in the Pikes Peak region.</i></p>			

Member Name	Term Beginning*	Term Ending**
<p><i>The Town Board of Trustees nominates a citizen representative who has a sincere interest in serving the community. The PPACG Board of Directors approves all nominations. Representatives may serve up to two (2) consecutive three (3) year terms.</i></p> <p style="text-align: right;"><i>PPACG CAC Bylaws</i></p>		
Margaret Peterson	(2) January 2021	January 2023
Ann Esch (alternate)	(1)	
<p>PPACG Water Quality Management Committee</p> <p><i>The purpose of this committee is to advise the Pikes Peak Area Council of Governments and PPACG staff on current and emerging issues, goals, plans, and programs affecting the water quality of the Pikes Peak Region, to aid in the review of site applications, and to aid in the development of the water quality management plan updates and amendments.</i></p>		
Vacant		
<p>PPRTA Board of Directors</p> <p><i>The Pikes Peak Rural Transportation Authority Board of Directors has primary responsibility for the management and disbursement of funds generated by the Authority, and the activities that support those functions. As a participating member government, the Town Board of Trustees appoints a single Director from among the elected Board of Trustees to represent the Town, for a calendar year term of office.</i></p> <p style="text-align: center;"><i>Intergovernmental Agreement Regarding the Pikes Peak Rural Transportation Authority</i></p>		
Jane Newberry, Mayor	(2) January 2020	January 2021
Katharine Guthrie (alternate)	(2)	
<p>PPRTA Citizen Advisory Committee</p> <p><i>The 17-member Pikes Peak Rural Transportation Authority Citizen Advisory Committee's primary objective is to ensure the capital, maintenance, and public transportation projects and programs approved by voters during the November 2, 2004 election and the November 6, 2012 election are accomplished with PPRTA funds. The committee reports directly to the PPRTA Board of Directors, and is charged with reviewing the budgets of the five local member governments to monitor the expenditure of PPRTA funds on capital, maintenance, and public transportation projects and programs. The Town Board of Trustees appoints two members from among the residents of the PPRTA geographic boundaries to three-year staggered terms. Representatives from member governments do not have term limits.</i></p> <p style="text-align: right;"><i>PPRTA CAC Bylaws</i></p>		
Craig Gooding	(1) January 2020	January 2021

Member Name	Term Beginning*	Term Ending**
Richard “Reb” Williams	(3) January 2020	January 2021
Ann Esch (alternate)		
PPRBD Advisory Board <i>The Pikes Peak Regional Building Department Advisory Board renders advice in the administration operation of the department in matters related to administration and financing and budget of the department. The Town Board of Trustees appoints one representative to the Advisory Board.</i> <i>By-laws of the Regional Building Commission</i>		
Chris Quinn, Trustee	January 2022	December 2023
El Paso County Community Development Advisory Board (CDAB) <i>On April 1, 2009, El Paso County became an "entitlement community" and was awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.</i> <i>The Community Development Advisory Board (CDAB) reviews matters of importance regarding the CDBG program and makes recommendations to the El Paso County Board of Commissioners concerning community development issues and use of CDBG funds.</i> <i>The CDAB is comprised of 12 voting members, including a representative from each of the municipalities participating in the El Paso County CDBG Program and a representative from each of the commissioner districts. Participating municipalities advise the Board of County Commissioners who they have designated as their representative. Members are appointed for five-year terms, with terms initially staggered, and are limited to serving two consecutive five-year terms.</i>		
Tyler Stevens	(2) May 2017	April 2027

Member Name	Term Beginning*	Term Ending**
CML Policy Committee <i>The Colorado Municipal League represents the shared interests of 269 of Colorado's 272 incorporated municipalities. The CML Policy Committee has significant policy development responsibilities. The committee is responsible for reviewing of requests from member municipalities for CML-initiated legislation and recommending specific positions to the CML Board, reviewing of requests for policy positions from member municipalities and recommending specific positions to the CML Board, review of known or potential legislative issues or bills, consideration of staff recommendations, and recommending specific positions to the CML Board, and review of the League's Annual Policy Statement that guides League positions on policy issues affecting municipalities and proposing revisions, if necessary, culminating in the ballot questions presented to CML members at the Annual Business Meeting that takes place as part of CML's Annual Conference. Each member municipality of CML is entitled to designate one representative to the League's Policy Committee. One alternate may also be designated, and that alternate should attend only if the appointed member is unable to attend.</i>		
Tyler Stevens, Trustee	July 2018	June 2022
Vacancy (Alternate)		

* (N) indicates that the specified term is the member's Nth consecutive term.

** "X" indicates that the member is term-limited at the conclusion of the specified term.

Section 2.

Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Town Board hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3.

Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this resolution are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this resolution.

Introduced, Read, Passed, and Adopted at a regular meeting of the Board of Trustees of the Town of Green Mountain Falls on this 16th day of November, 2021.

**TOWN OF GREEN MOUNTAIN FALLS,
COLORADO**

Jane Newberry, Mayor

ATTEST:

Angie Sprang, Town Manager

BOARD OF TRUSTEES AGENDA MEMO

DATE: 11.16.2021	AGENDA NO 7	SUBJECT: Consideration of Resolution 2021-08, Retirement Benefits
Prepared by: Angie Sprang, Town Manager		

Background:

As a priority of the Board of Trustees it was requested that Staff create a retirement plan for benefitted employees of the Town of Green Mountain Falls.

Discussion:

Staff explored multiple options including PARA retirement benefits, which came with an extraordinary cost. Upon review of all of the options, Colorado Retirement Association provides excellent retirement benefits specifically tailored to meet the needs of GMF. Fees for administration of the program are .01%, and are capped at \$1,000 annually regardless of the size of the organization. For example, the fee our first year to administer programs, if employees opt in to make the largest match contributions, will come to about \$2.

Who is the Colorado Retirement Association?

For more than 50 years, Colorado Retirement Association has been dedicated to providing exceptional retirement plan services for Colorado local government employees. Originally known as Colorado County Officials and Employees Retirement Association, or CCOERA, we provide high-quality, smart and simple retirement benefits to employees of Colorado counties, municipalities and special districts. Through flexible investing strategies, best-in-class fund options and personalized counseling services, CRA enables Colorado local government employees to maximize savings for retirement. CRA's mission is to provide superior retirement services to foster an enhanced quality of life through education, partnership and excellence of service.

CRA is a member-run association that is governed by a board of directors who are elected by CRA employee participants, county commissioners and municipal and political subdivision employers to oversee CRA's strategic planning, operational direction and investment fund lineup.

Member employers form a CRA network entitle employee participants to maintain their CRA account without losing vesting status when they move from one CRA member employer to another, provided the break in service is less than 30 days. This unique feature enables current employee participants to avoid having to start over in a vesting schedule – which typically is structured to restrict the amount of employer contributions an employee is fully entitled to until they meet certain requirements, such as years of service – when they start a new job with another CRA member employer.

Attached are the pro forma CRA 401(a) and 457(b) Participation Agreements (PA). I have summarized each section below:

401(a) Participation Agreement-

- 1.16 Eligible Employee: All Benefitted Positions.
- 2.2 Commencement of Participation: Immediately, upon the 1st day of the month following date of hire.
- 2.5(a) Reemployment Date More Than 30 Days After Termination – Eligibility: Immediate commencement per Sec. 2.2.
- 2.6(a) Change in Status: Once an employee satisfies eligibility, s/he will retain eligibility for the duration of employment.
- 3.1(a) Employer Contributions: Escalating Years of Service with 3% @ year 0, and 6% @ year 5.

- 3.2 Prior Service Benefit Contributions: Employer contributes 3% of annual compensation, for up to 5 years of prior service by employee, in 1 lump sum contribution.
- 3.3(a) Mandatory Participant Contributions: Escalating Years of Service with 3% @ year 0, and 6% @ year 5.
- 3.3(a) Mandatory Participant Contributions: Employee contributions are pre-tax.
- 3.8 Discretionary Employer Matching Contributions: elected to use this plan feature; DEMC policy currently discussed up to 3%.
- 5.1(b)(1) Vesting of Participant's Accounts: Uses a 3-year Cliff vesting schedule, 0% vesting until completion of 3 years of eligible employment.
- 5.1(c) Reemployment Date More Than 30 Days After Termination – Vesting: Default election not to grant prior service credit for purposes of vesting for rehires.
- 5.1(e) Service with Participating Employer Prior to Adoption of Plan: Current employee vesting is calculated on employee hire date.
- 5.3 Forfeitures Account: Forfeitures are utilized for future employer contributions.
- 8.1 Loans to Eligible Borrowers: Loans are allowed.
- 1.9 Definition of Compensation: Identifies pay types excluded from the 3 & 6% contribution calculations.

457(b) Participation Agreement-

- 2.2(d) Designated Roth Deferral: After-tax Roth deferrals are allowed.
- 2.11 Employer Contributions: Employer contributions are allowed.
- 6.1 Loans to Eligible Borrowers: Loans are allowed.

Recommended Action:

Approve Resolution 2021-08, as well as the CRA 401(a) and 457(b) Participation Agreements (PA).

Recommended Motion:

I _____, move to approve Resolution 2021-08, as well as the CRA 401(a) and 457(b) Participation Agreements (PA).

Respectfully Submitted,
Angie Sprang

**GREEN MOUNTAIN FALLS, COLORADO
RESOLUTION NO. 2021-08**

**A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS ESTABLISHING
RETIREMENT BENEFITS IN PARTNERSHIP WITH THE COLORADO
RETIREMENT ASSOCIATION**

WHEREAS, it has been determined to be in the best interest of the ***TOWN OF GREEN MOUNTAIN FALLS*** to provide for the retirement of employees under certain terms and conditions; and

WHEREAS, the advantage of joining Colorado Retirement Association, with the county, municipality and special district members joining together to adopt a retirement system, lowers individual costs and thereby saves tax payers and employees money,

NOW, THEREFORE, BE IT RESOLVED:

Effective *the 1st day of January 2022* the ***TOWN OF GREEN MOUNTAIN FALLS*** hereby elects to become a member of the Colorado Retirement Association, under the following terms and conditions:

- a. Said Association has submitted its Participation Agreement(s) to the ***TOWN OF GREEN MOUNTAIN FALLS*** and said Participation Agreement(s) is/are hereby approved, which is attached hereto and
- b. From this date forward, all eligible employees of the ***TOWN OF GREEN MOUNTAIN FALLS*** shall be covered by said Participation Agreement(s).

TOWN OF GREEN MOUNTAIN FALLS

DATED: _____

BY:

Jane Newberry, Mayor

ATTEST:

Angie Sprang, Town Manager



ACTION ITEMS

After reviewing the contents of this packet, check off your to-do list!

1. Visit cra-online.org to learn more about CRA plans, investment funds and services, and subscribe to receive CRA news and insights.
2. Choose your investment strategy and funds by selecting a target date portfolio or selecting individual funds to create your own portfolio.
3. Complete and submit your enrollment forms.
4. Designate your beneficiaries on your enrollment forms.
 - If you prefer to designate more than one primary and one contingency beneficiary, mark "see attached" on your enrollment form and complete the addendum beneficiary form.
 - Don't forget to mark each beneficiary's relationship to you, and be sure that primary beneficiary percentages add to 100%, likewise for contingency beneficiaries.
5. Consider rolling prior retirement accounts into your CRA account (contact CRA's client services team when you are ready to initiate a rollover).
6. After your first contribution is deducted from your paycheck, access your online account portal via cra-online.org.
 - Click **Employee Account**, then **Register** to create an account.

Let's get started saving for your retirement!

CRA PLANS

CRA retirement plans are designed exclusively for employees of Colorado counties, municipalities and special districts.

As an employee participant, you've chosen a retirement plan that's:

▲ **FLEXIBLE**

▲ **ESTABLISHED**

▲ **FOCUSED ON YOU**

CRA offers two retirement plans to help you save for retirement: the 401(a) defined contribution plan and the 457(b) deferred compensation plan. Your employer determines which plan types are offered at your organization, as well as eligibility requirements and participation details.

CRA 401(A) Plan	CRA 457(B) Plan
Key Features:* <ul style="list-style-type: none">▪ Mandatory participation for eligible employees▪ Both the employee and employer contribute▪ Contribution amounts are set by your employer▪ In most cases, employer contributions follow a vesting schedule▪ In most cases, contributions are pre-tax; employer contributions and investment gains are tax-deferred	Key Features:* <ul style="list-style-type: none">▪ May be available through your employer▪ Voluntary participation for eligible employees; employees can start, stop or change contribution amounts at any time▪ In most cases, employer does not contribute▪ Employee determines contribution amount, within IRS limits▪ Plan does not follow a vesting schedule; contributions are immediately vested▪ Some employers offer a Roth (after-tax) option in addition to the pre-tax plan

* Plan features vary by employer. Check with your employer to confirm the features of your CRA retirement plan.

ONLINE ACCESS

FEATURES, SERVICES AND SUPPORT. WHENEVER. WHEREVER.



CRA-ONLINE.ORG

Find insights, resources and information related to saving for retirement and your CRA retirement plan.

- Learn about the CRA 401(a) and 457(b) retirement plans.
- Review CRA's investment fund lineup and portfolios.
- Access self-guided tutorials to help you better manage your account.
- Build your knowledge of investment basics and financial wellness.
- Schedule a one-on-one meeting with a CRA certified retirement counselor.

PERSONAL ONLINE ACCOUNT

Gain a complete view of your CRA retirement income, and access tools and resources to manage your retirement account.

- View your Lifetime Income Score™, which shows your progress toward your income replacement goal.
- Get an idea of how much you may take home each month in retirement.
- Compare your savings growth with that of people just like you.
- Use the sliders to adjust your contribution rate (457 plan only), retirement date and investment mix.
- Sign up for e-delivery, add your beneficiary and more!



VISIT CRA-ONLINE.ORG TODAY AND REGISTER IN 4 EASY STEPS!

*Available after your first contribution

1. Click the **Employee Account** button on **cra-online.org**
2. Click **Register** to create an account
3. Enter the verification code sent to your device
4. You're in!

IMPORTANT: The projections, or other information generated on the website by the investment analysis tool regarding the likelihood of various investment outcomes, are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. The results may vary with each use and over time. Healthcare costs and projections, if applicable, are provided by HealthView Services. HealthView Services is not affiliated with CRA or GWFS Equities, Inc. Neither CRA nor Empower Retirement provide healthcare advice. A top peer is defined as an individual who is at the 90th percentile of the selected age band, salary range and gender.

INVESTMENT STRATEGIES

You have the choice between two investment strategies that are offered by CRA for your retirement plan. We also offer two additional services through partner organizations for additional fees. More information about these strategies and specific portfolios and funds are available at cra-online.org.

▲ **OPTION 1: AUTOMATICALLY ALLOCATED TARGET DATE PORTFOLIOS**

If you seek a simplified and convenient “cruise-control” alternative that automatically becomes more conservative as you approach retirement, we offer a variety of target date portfolios based on the current age of the employee participant and their anticipated retirement year. These portfolios are created by CRA's investment advisor, Innovest Portfolio Solutions, with oversight from CRA's Board of Directors. The portfolios allocate assets and invest in securities believed to offer attractive risk and reward characteristics to meet the goals and objectives of each portfolio.

▲ **OPTION 2: CHOOSE YOUR OWN FUNDS**

CRA offers an array of institutional-grade funds that are selected and monitored by Innovest Portfolio Solutions, with oversight from our Board of Directors. You have the ability to assemble your desired asset class mix, select asset class allocations, choose specific funds from CRA's fund lineup and rebalance your portfolio as you age and based on market trends.

ADDITIONAL SERVICES

These providers charge additional fees on a monthly basis for these services, however you can choose to cancel these services at any time.

▪ **Schwab self-directed brokerage account**

For additional fees, you can choose to invest in funds that are not listed in CRA's fund portfolio through the Schwab Personal Choice Retirement Account® through Charles Schwab & Co, Inc. (Member SIPC). The greater of \$2,500 or 10% of your total 401(a) or 457(b) account balance must remain in core CRA funds.

▪ **Empower Retirement managed accounts**

For fees based on a percentage of your assets under management, Empower Retirement Advisory Services offered by Advised Assets Group, LLC, a registered investment advisor, offers My Total Retirement™, a professionally managed retirement strategy created just for you. You gain ongoing access to investment advisor representatives.

If you prefer to manage your own investments but would like some assistance, Online Advice, available through Empower Retirement Advisory Services, generates personalized saving and investing suggestions based on information you provide at no additional cost to you.

CRA Investment Options

You can choose to contribute 100% into an automatically allocated portfolio option (target date portfolio), or you can spread your money across your choice of individually allocated funds.

Individually Allocated Fund Options

Fixed Investments		Fund Class	Ticker
Other	Vanguard Treasury Money Market	Money Market	(VUSXX)
	CRA Book Value Fund	Stable Value	N/A
Bonds	Metro West Total Return Fund	Investment Grade Bonds	(MWTSX)
	PIMCO High Yield Fund	High Yield Bonds	(PHIYX)
Equity (Stock) Investments		Fund Class	Ticker
Large Cap	Vanguard Institutional 500 Index	Large-cap Blend/Index	(VIMI)
	Neuberger Berman Social Fund	Large-cap Blend/Social	(NRSRX)
	Dodge & Cox	Large-cap Value	(DODGX)
	Harbor Capital Appreciation Fund	Large-cap Growth	(HNACX)
	Fidelity Contrafund	Multi-cap Blend/Growth	(FLCNX)
Foreign	American Beacon International	Foreign Large Value	(AAERX)
	American Funds EuroPacific	Foreign Large Blend/Growth	(RERGX)
Mid Cap	Vanguard Mid-Cap Index Fund	Mid-cap Blend/Index	(VMCIX)
	Fidelity Low-Priced Fund	Mid-cap Blend	(FLPSX)
	Artisan Mid-Cap Fund	Mid-cap Growth	(APHMX)
Sm Cap	Vanguard Small-Cap Index Fund	Small-cap Blend/Index	(VSCIX)
	American Beacon Sm Cap Value	Small-cap Value	(AASRX)

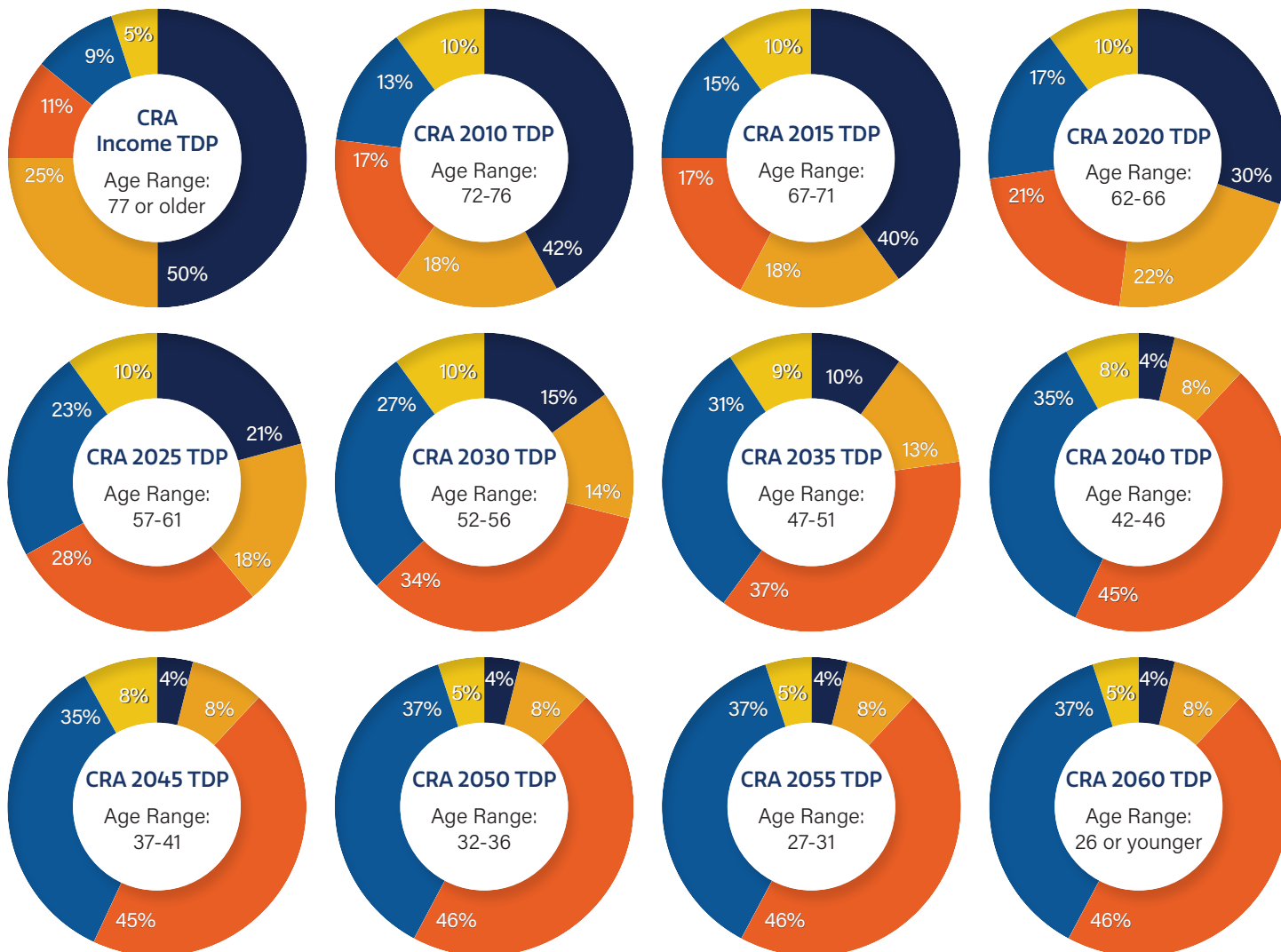
Automatically Allocated Portfolio Options - see next page for more detail on CRA target date portfolios.

If you were born between...	<1942	You'll probably retire in the year...	2007 or before	You might consider this TDP...	CRA Income TDP
	1943-1947		2008-2012		CRA 2010 TDP
	1948-1952		2013-2017		CRA 2015 TDP
	1953-1957		2018-2022		CRA 2020 TDP
	1958-1962		2023-2027		CRA 2025 TDP
	1963-1967		2028-2032		CRA 2030 TDP
	1968-1972		2033-2037		CRA 2035 TDP
	1973-1977		2038-2042		CRA 2040 TDP
	1978-1982		2043-2047		CRA 2045 TDP
	1983-1987		2048-2052		CRA 2050 TDP
	1988-1992		2053-2057		CRA 2055 TDP
	>1993		2058 or after		CRA 2060 TDP

The chart shown is only intended as a guide based on the overall design of the portfolios. It is not intended as financial planning or investment advice. Please consult with your financial planner or investment advisor as needed.

CRA Target Date Portfolios

Stable Value Bonds US Equity Intl Equity Alternatives



The date in the name of the CRA target date portfolio is the assumed date of retirement. The asset allocation becomes more conservative as the fund nears the target retirement date; however, the principal value of the fund is never guaranteed.¹

To make changes, log in to your account at cra-online.org or call 800.352.0313.²

Please consider the investment objectives, risks, fees and expenses carefully before investing. Additional disclosure documents can be obtained from your registered representative or plan website. Please read them carefully before investing.

You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

The Colorado Retirement Association is formerly known as the Colorado County Officials and Employees Retirement Association.

¹ Asset allocation investment options are subject to the risks of their underlying investments.

² CRA is not an investment advisor and does not make any representations nor guarantees as to the future performance, risk or return of the funds. This plan and its self-direction provisions are intended to constitute a plan similar to that described in section 404(c) of the Employee Retirement Income Security Act and Title 29 of the Code of Federal Regulations Section 2550.404c-1. The fiduciaries of this plan may be relieved of liability for any losses which are the direct and necessary result of investment information given to the employee.

Securities offered and/or distributed by GWFS Equities, Inc., Member FINRA/SIPC. GWFS is an affiliate of Empower Retirement, LLC; Great-West Funds, Inc.; and registered investment advisers, Advised Assets Group, LLC and Personal Capital. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice. 98721-01-FLY-WF-184014-0621(1142114) ROXXXXXXX-0621



**FIND MORE QUESTIONS
AND ANSWERS AT
[CRA-ONLINE.ORG!](https://cra-online.org)**

FREQUENTLY ASKED QUESTIONS

▲ WHY IS PARTICIPATION IN THE 401(A) PLAN MANDATORY?

Participation in the 401(a) plan is mandatory for eligible employees. Both employer and employee contributions are mandatory to ensure consistent savings and help you realize your retirement goals.

▲ WHAT IS THE DIFFERENCE BETWEEN TAX-DEFERRED, PRE-TAX, ROTH AND AFTER-TAX RETIREMENT PLANS?

On pre-tax plans, contributions are not taxed when they are made to the plan. Rather, contributions and earnings are tax-deferred, meaning they are taxed when money is withdrawn. Because there are no deductions for taxes each year, thereby keeping more money invested, a pre-tax strategy can help an investment grow faster.

On after-tax plans, contributions are taxed at the time they are made. Therefore, contributions are tax-free upon withdrawal (although penalty taxes may be assessed on early withdrawals). Roth plans are unique in that earnings also are tax-free upon withdrawal when certain eligibility requirements are met. Among CRA plans, the Roth option is only available on the 457(b) plan, if an employer has elected to offer that option.

All employer contributions toward CRA plans are pre-tax.

▲ HOW MUCH SHOULD I BE SAVING FOR RETIREMENT?

Generally, the rule of thumb for retirement savings is to accumulate enough to replace 70%-80% of your working annual income, including Social Security. Naturally, that percentage will vary depending on how comfortably you want to live. If you've got several years before you retire and are uncertain what percentage of your current income should go toward retirement savings, most experts today recommend striving toward saving 15%-20% of your income now to put toward future retirement income.

▲ WHY SHOULD I CONSIDER ROLLING OVER MY PRIOR RETIREMENT PLANS INTO THE CRA PLAN?

Many participants choose to move their other retirement assets from prior employers into their CRA account. It's easy to do and offers many benefits, including potential savings when you compare our fees to those of other providers, increased simplicity and clarity with being able to review and manage all of your accounts in one place.

You can keep your CRA account open even after you leave a CRA employer so you can continue enjoying our unparalleled support and services, including flexible investment options and professional retirement counseling. The types of plans that you can roll into your CRA account include 401(a), 401(k), 403(b), 457(b) and most IRAs. Contact CRA's client services team if you'd like to initiate a rollover.

NEED HELP?

We're here to answer your questions and provide assistance with managing your CRA retirement plan.

- **cra-online.org** – Find answers to key questions, insights and articles related to retirement planning and your CRA account.
- **Personal account portal (accessible via cra-online.org)** – Your one stop for performance reports, planning calculators, forms and resources. Log in after your first contribution.
- **Toll-free call center** – Support representatives are available Monday through Saturday at 800.352.0313 for fast answers and resources.
- **Certified retirement counselors** – Schedule one-on-one counseling meetings with our experienced client services team.

HELP NEEDED	BEST SOURCE:			
	CRA WEBSITE	ACCOUNT PORTAL	CALL CENTER	CRA COUNSELOR
Account access support		✓	✓	
Account balance/investment selection		✓		
Add bank accounts/manage direct deposits		✓	✓	
Beneficiary designations		✓	✓	
Distribution/withdrawal/RMD assistance				✓
Divorce/death claims				✓
Form requests and submissions		✓	✓	
Fund overviews, prospectuses and performance reports	✓	✓		
Investing tips and insights	✓			✓
Loan requests			✓	
Plan enrollment (contact your HR department first)			✓	
Retirement income progress, income replacement estimates		✓		✓
Review investment options, plan counseling				✓
Rollovers/close prior retirement plans	✓			✓
Separation from employment				✓
Update communications preferences (statements, etc.) and personal information		✓	✓	



Passionately Invested in Colorado

Colorado Retirement Association, formerly CCOERA, is pleased to connect you to best-in-class retirement plans and services specially designed for employees of Colorado counties, municipalities and special districts.

We're dedicated to helping your employees reach their retirement dreams. Our unique retirement plan offers:

- ▲ ▲ **STABILITY** of more than 50 years of dedicated service to Colorado
- ▲ ▲ **PERSONALIZED** retirement counseling that is unmatched
- ▲ ▲ **FLEXIBLE** investing strategies that adjust to your needs and preferences
- ▲ ▲ **TOP-NOTCH** institutional-grade investment funds that are professionally selected and monitored

No matter where you are with your career and your retirement planning, we will help you manage savings and meet retirement goals.

Find great information and insights on our website at cra-online.org.

Call us with questions about how to join our plan at 303.713.9400.



About CRA

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A LIFETIME PARTNER – FOR EMPLOYERS AND EMPLOYEES

Even after employees move on or retire from CRA-participating employers, they can maintain their CRA (previously known as CCOERA) plans with us. This means you can enjoy our low administrative fees, personal touch and excellent services regardless where you are working and even through your retirement years.

Member employers love us because we manage all of the administrative, due diligence and financial responsibilities for them. As an end-to-end solution to employers, we help you reduce the risks, time and resources of fiduciary liability so you can drive your organization forward.



WHAT MAKES US UNIQUE

▲ ▲ ONE-ON-ONE, INDIVIDUAL RETIREMENT COUNSELING

We are with members every step of the way to answer questions, review your plan and provide resources so employee participants can best prepare for retirement.

▲ ▲ BEST-IN-CLASS INVESTMENT OPTIONS

Guided by Innovest Portfolio Solutions, a Denver-based registered investment advisory firm, we provide a comprehensive portfolio of high-performing investment funds available to plan participants.

▲ ▲ FLEXIBLE INVESTING STRATEGIES

Member employers and employee participants appreciate our flexible retirement plans and investing strategies. Employee participants can choose pre-packaged fund lineups for simple investing, or a range of individual funds to suit their personal preferences.

COMPETITIVE FEES

As a not-for-profit organization, CRA's focus is on helping our members save and invest for the future. This is reflected in low-cost fiduciary services. Plan participants enjoy minimal administration fees for comprehensive plan management services. And you don't have to worry about hidden fees – we're fully up-front and transparent about our costs.

We're not just Colorado-based, we're Colorado-only. We are committed to providing service and support that Colorado residents deserve and expect.

CONTACT US

Get a free review of your existing plan - we'll show you how to improve!



Tim Mullen
Executive Director
tmullen@cra-online.org
303.713.9400

CRA PLANS

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CRA Investment Options

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Individually Allocated Fund Options

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Equity (Stock) Investments		Fund Class	Ticker
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	Neuberger Berman Social Fund	Large-cap Blend/Social	(NRSRX)
	Dodge & Cox	Large-cap Value	(DODGX)
	Harbor Capital Appreciation Fund	Large-cap Growth	(HNACX)
	Fidelity Contrafund	Multi-cap Blend/Growth	(FLCNX)
Foreign	American Beacon International	Foreign Large Value	(AAERX)
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	Fidelity Low-Priced Fund	Mid-cap Blend	(FLPSX)
	Artisan Mid-Cap Fund	Mid-cap Growth	(APHMX)
Sm Cap	Vanguard Small-Cap Index Fund	Small-cap Blend/Index	(VSCIX)
	American Beacon Sm Cap Value	Small-cap Value	(AASRX)

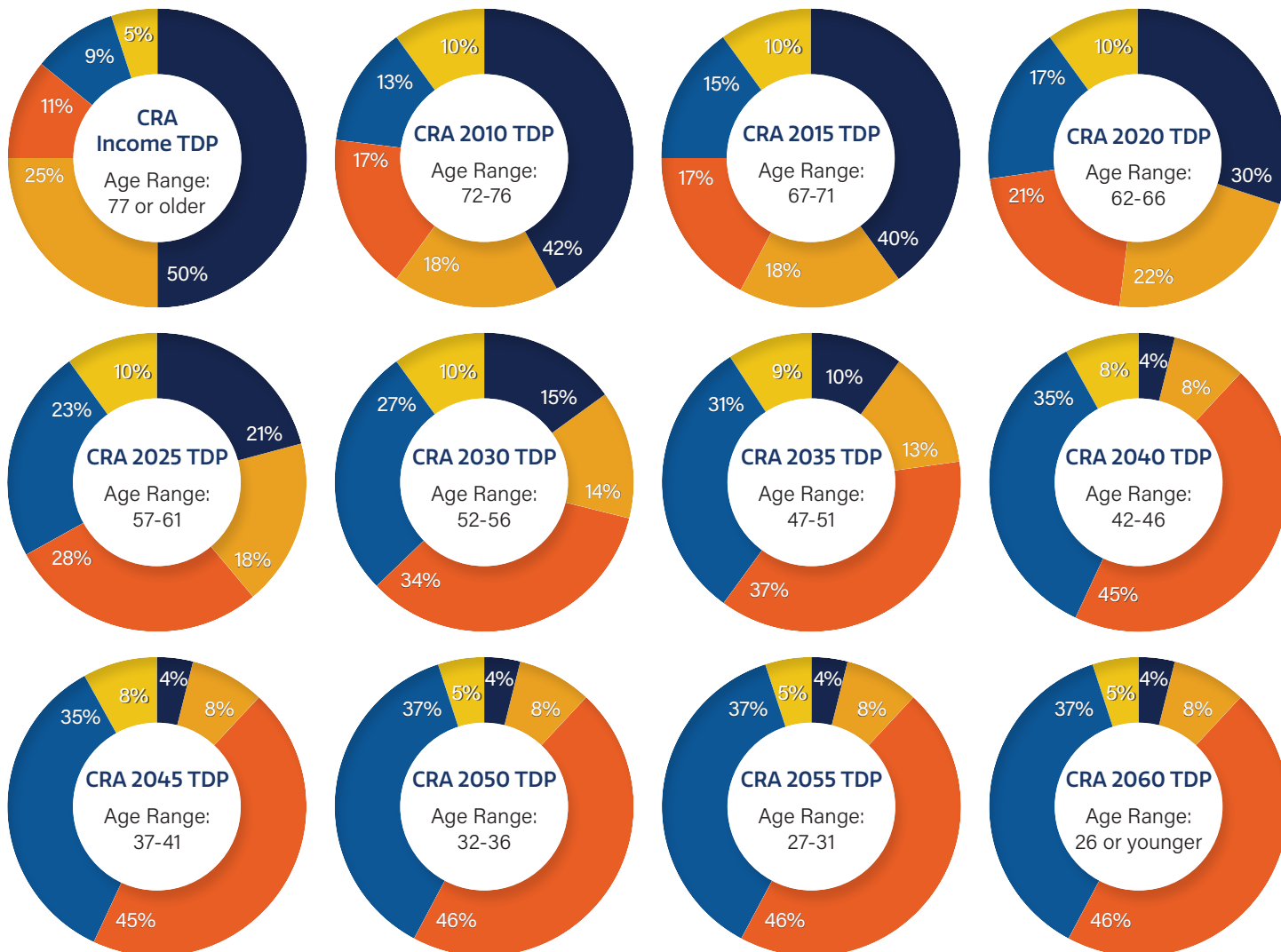
Automatically Allocated Portfolio Options - see next page for more detail on CRA target date portfolios.

If you were born between...	<1942	You'll probably retire in the year...	2007 or before	You might consider this TDP...	CRA Income TDP
	1943-1947		2008-2012		CRA 2010 TDP
	1948-1952		2013-2017		CRA 2015 TDP
	1953-1957		2018-2022		CRA 2020 TDP
	1958-1962		2023-2027		CRA 2025 TDP
	1963-1967		2028-2032		CRA 2030 TDP
	1968-1972		2033-2037		CRA 2035 TDP
	1973-1977		2038-2042		CRA 2040 TDP
	1978-1982		2043-2047		CRA 2045 TDP
	1983-1987		2048-2052		CRA 2050 TDP
	1988-1992		2053-2057		CRA 2055 TDP
	>1993		2058 or after		CRA 2060 TDP

The chart shown is only intended as a guide based on the overall design of the portfolios. It is not intended as financial planning or investment advice. Please consult with your financial planner or investment advisor as needed.

CRA Target Date Portfolios

Stable Value Bonds US Equity Intl Equity Alternatives



The date in the name of the CRA target date portfolio is the assumed date of retirement. The asset allocation becomes more conservative as the fund nears the target retirement date; however, the principal value of the fund is never guaranteed.¹

To make changes, log in to your account at cra-online.org or call 800.352.0313.²

Please consider the investment objectives, risks, fees and expenses carefully before investing. Additional disclosure documents can be obtained from your registered representative or plan website. Please read them carefully before investing.

You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

The Colorado Retirement Association is formerly known as the Colorado County Officials and Employees Retirement Association.

¹ Asset allocation investment options are subject to the risks of their underlying investments.

² CRA is not an investment advisor and does not make any representations nor guarantees as to the future performance, risk or return of the funds. This plan and its self-direction provisions are intended to constitute a plan similar to that described in section 404(c) of the Employee Retirement Income Security Act and Title 29 of the Code of Federal Regulations Section 2550.404c-1. The fiduciaries of this plan may be relieved of liability for any losses which are the direct and necessary result of investment information given to the employee.

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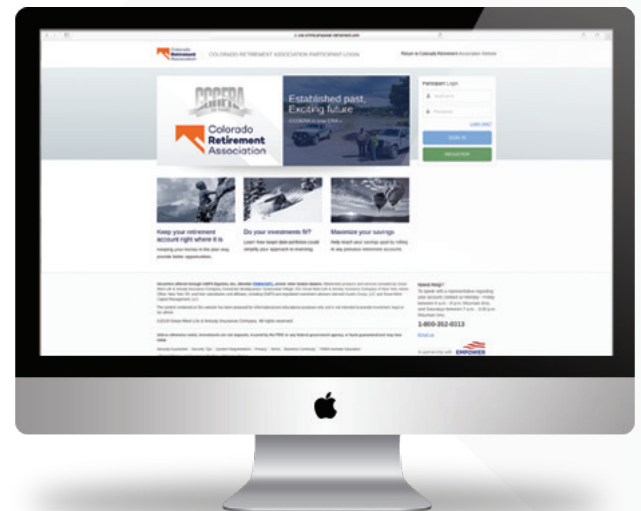
Find insights, resources and information related to saving for retirement and your CRA retirement plan.

- Learn about the CRA 401(a) and 457(b) retirement plans.
- Review CRA's investment fund lineup and portfolios.
- Access self-guided tutorials to help you better manage your account.
- Build your knowledge of investment basics and financial wellness.
- Schedule a one-on-one meeting with a CRA certified retirement counselor.

PERSONAL ONLINE ACCOUNT

Gain a complete view of your CRA retirement income, and access tools and resources to manage your retirement account.

- View your Lifetime Income Score™, which shows your progress toward your income replacement goal.
- Get an idea of how much you may take home each month in retirement.
- Compare your savings growth with that of people just like you.
- Use the sliders to adjust your contribution rate (457 plan only), retirement date and investment mix.
- Sign up for e-delivery, add your beneficiary and more!



VISIT CRA-ONLINE.ORG TODAY AND REGISTER IN 4 EASY STEPS!

*Available after your first contribution

1. Click the **Employee Account** button on **cra-online.org**
2. Click **Register** to create an account
3. Enter the verification code sent to your device
4. You're in!

IMPORTANT: The projections, or other information generated on the website by the investment analysis tool regarding the likelihood of various investment outcomes, are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. The results may vary with each use and over time. Healthcare costs and projections, if applicable, are provided by HealthView Services. HealthView Services is not affiliated with CRA or GWFS Equities, Inc. Neither CRA nor Empower Retirement provide healthcare advice. A top peer is defined as an individual who is at the 90th percentile of the selected age band, salary range and gender.

CRA Investment Options – Fee Breakdown				
Fund Name	Ticker	Prospectus Net Expense Ratio*	Recordkeeping Offset	Net Expense Ratio
Domestic Large Cap				
Dodge & Cox Stock Fund	DODGX	0.52%	0.10%	0.42%
Vanguard Institutional Index	VIIIX	0.02%	0.00%	0.02%
Neuberger Berman Sustainable Equity	NRSRX	0.59%	0.00%	0.59%
Harbor Capital Appreciation Fund Retirement	HNACX	0.59%	0.00%	0.59%
Fidelity Contrafund K6	FLCNX	0.45%	0.00%	0.45%
Domestic Mid Cap				
Fidelity Low-Priced Stock	FLPSX	0.78%	0.25%	0.53%
Vanguard Mid-Cap Index	VMCIX	0.04%	0.00%	0.04%
Artisan Mid-Cap I	APHMX	0.96%	0.00%	0.96%
Domestic Small Cap				
American Beacon Small Cap Value R6	AASRX	0.80%	0.00%	0.80%
Vanguard Small Cap Index	VSCIX	0.04%	0.00%	0.04%
International Equity				
American Beacon International Equity R6	AAERX	0.69%	0.00%	0.69%
American Funds Europacific Growth R6	REGX	0.46%	0.00%	0.46%
Fixed Income				
Metropolitan West Total Return Bond Fund Plan	MWTSX	0.38%	0.00%	0.38%
PIMCO High Yield Bond I	PHIYX	0.57%	0.00%	0.57%
Cash/Stable Value				
Vanguard Treasury Money Market Investor	VUSXX	0.09%	0.00%	0.09%
CRA Book Value	--	0.26%	N/A	0.26%
Multi-Asset Funds				
CRA Income Target Date Portfolio	--	0.41%	0.01%	0.40%
CRA 2010 Target Date Portfolio	--	0.44%	0.01%	0.43%
CRA 2015 Target Date Portfolio	--	0.45%	0.02%	0.43%
CRA 2020 Target Date Portfolio	--	0.47%	0.02%	0.45%
CRA 2025 Target Date Portfolio	--	0.48%	0.02%	0.46%
CRA 2030 Target Date Portfolio	--	0.49%	0.02%	0.47%
CRA 2035 Target Date Portfolio	--	0.49%	0.02%	0.47%
CRA 2040 Target Date Portfolio	--	0.49%	0.02%	0.47%
CRA 2045 Target Date Portfolio	--	0.49%	0.02%	0.47%
CRA 2050 Target Date Portfolio	--	0.46%	0.01%	0.45%
CRA 2055 Target Date Portfolio	--	0.46%	0.01%	0.45%
CRA 2060 Target Date Portfolio	--	0.46%	0.01%	0.45%
* Fee information sourced from Morningstar Direct and asset managers as of 3/31/2021. Recordkeeping offset is sourced from Empower. Data is subject to change and may vary over time.				

CRA Retirement Plans - 98721-01/02
Investment Performance as of 10/30/2020



Performance data quoted represents past performance and is not a guarantee or prediction of future results. The investment return and principal value of an investment will fluctuate so that, when redeemed, shares/units may be worth more or less than their original cost. Current performance may be lower or higher than performance data shown. Performance for a share class before its inception is derived from the historical performance of the oldest share class. If the newer fund has lower expenses, the extended performance is not adjusted for the lower expenses; had it, returns would have been higher. For performance data current to the most recent month-end, please visit www.cra-online.org.

Please consider the investment objectives, risk, fees and expenses carefully before investing. For this and other important information you may obtain mutual fund prospectuses for registered investment options and/or disclosure documents from the web site at www.cra-online.org. For prospectuses related to investments in your Self-Directed Brokerage (SDB) account, contact your SDB provider. Read them carefully before investing.

You could lose money by investing in a Money Market Fund. Although the fund seeks to preserve the value of your investment at \$1 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

For additional fund information, please refer to the Fund Fact Sheet or Prospectus.

INVESTMENT OPTION	Ticker	Gross/Net Expense Ratio	Inception Date	Returns as of Month Ending 10/30/2020						Returns as of Quarter Ending 09/30/2020					Calendar Year Returns		
				1 Month YTD	1 Year	3 Year	5 Year	10 Year/ Since Inception	3 Month Year	1 Year	3 Year	5 Year	10 Year/ Since Inception	2019	2018	2017	
Asset Allocation																	
CRA Income Target Date Portfolio ²	C-INC	0.35 / 0.33	06-24-2016	-0.32	3.03	4.87	3.79	N/A	4.13	2.57	5.96	4.05	N/A	4.29	8.23	-0.44	4.92
CRA 2010 Target Date Portfolio ²	N/A	0.40 / 0.38	06-24-2016	-0.40	1.71	4.28	3.57	N/A	4.78	2.89	5.53	3.88	N/A	4.97	10.69	-2.38	6.72
CRA 2015 Target Date Portfolio ²	N/A	0.41 / 0.39	06-24-2016	-0.42	1.56	4.23	3.70	N/A	5.16	3.03	5.58	4.06	N/A	5.36	11.47	-2.76	7.96
CRA 2020 Target Date Portfolio ²	N/A	0.45 / 0.43	06-24-2016	-0.56	1.53	4.58	3.96	N/A	6.09	3.49	6.25	4.44	N/A	6.35	13.31	-3.87	10.43
CRA 2025 Target Date Portfolio ²	N/A	0.48 / 0.46	06-24-2016	-0.81	0.97	4.83	4.15	N/A	6.89	4.48	7.12	4.80	N/A	7.23	16.18	-5.51	12.84
CRA 2030 Target Date Portfolio ²	N/A	0.50 / 0.48	06-24-2016	-0.94	-0.03	4.43	4.23	N/A	7.60	5.15	7.12	5.00	N/A	7.98	18.32	-6.35	15.11
CRA 2035 Target Date Portfolio ²	N/A	0.51 / 0.49	06-24-2016	-1.07	-0.55	4.28	4.29	N/A	8.09	5.64	7.30	5.16	N/A	8.53	19.97	-7.22	16.78
CRA 2040 Target Date Portfolio ²	N/A	0.51 / 0.50	06-24-2016	-1.35	-0.98	4.56	4.52	N/A	8.78	6.53	8.21	5.58	N/A	9.30	22.65	-8.59	19.23
CRA 2045 Target Date Portfolio ²	N/A	0.51 / 0.50	06-24-2016	-1.35	-0.98	4.55	4.46	N/A	8.84	6.53	8.20	5.53	N/A	9.37	23.01	-9.06	19.61
CRA 2050 Target Date Portfolio ²	N/A	0.48 / 0.47	06-24-2016	-1.44	-1.22	4.44	4.51	N/A	9.00	6.66	8.27	5.62	N/A	9.56	23.34	-9.02	20.11
CRA 2055 Target Date Portfolio ²	N/A	0.48 / 0.47	06-24-2016	-1.44	-1.22	4.44	4.50	N/A	9.00	6.66	8.27	5.62	N/A	9.56	23.34	-9.02	20.11
CRA 2060 Target Date Portfolio ²	N/A	0.48 / 0.47	06-24-2016	-1.44	-1.25	4.41	4.49	N/A	9.03	6.66	8.24	5.62	N/A	9.58	23.34	-9.06	20.37
International Stock Funds																	
American Funds EuroPacific Gr R6 ¹³	RERGX	0.46 / 0.46	05-01-2009	-0.95	3.44	10.09	4.28	7.66	6.35	9.66	14.97	5.67	9.08	6.79	27.40	-14.91	31.17
American Beacon International Equity R6 ^{11,13,14}	AAERX	0.70 / 0.69	02-28-2017	-4.65	-20.13	-15.93	-6.23	-0.76	2.18	3.48	-8.65	-4.30	1.49	3.11	19.54	-16.33	24.93
MSCI EAFE Index ^{5,6}	N/A	- / -		-3.99	-10.80	-6.86	-1.24	2.85	3.82	4.80	0.49	0.62	5.26	4.62	22.01	-13.79	25.03

CRA Retirement Plans - 98721-01/02 (Continued)

INVESTMENT OPTION	Ticker	Gross/Net Expense Ratio	Inception Date	Returns as of Month Ending 10/30/2020						Returns as of Quarter Ending 09/30/2020					Calendar Year Returns		
				1 Month	YTD	1 Year	3 Year	5 Year	10 Year/ Since Inception	3 Month	1 Year	3 Year	5 Year	10 Year/ Since Inception	2019	2018	2017
Small-Cap Stock Funds																	
American Beacon Small Cap Value R6 ^{3,13}	AASRX	0.80 / 0.80	02-28-2017	4.50	-18.79	-12.98	-4.84	2.38	7.36	3.28	-15.04	-5.80	2.64	7.23	23.50	-15.59	N/A
Russell 2000 Index ^{5,6,9}	N/A	- / -		2.09	-6.77	-0.14	2.19	7.27	9.64	4.93	0.39	1.77	8.00	9.85	25.52	-11.01	14.65
Mid-Cap Stock Funds																	
Artisan Mid Cap Instl ^{3,13}	APHMX	0.96 / 0.96	07-03-2000	-1.31	34.32	42.32	21.71	16.36	15.28	11.97	45.98	23.15	17.87	15.86	38.45	-3.78	20.75
S & P MidCap 400 Index ^{5,6,8}	N/A	- / -		2.17	-6.63	-1.15	2.87	7.39	10.36	4.77	-2.16	2.90	8.11	10.49	26.20	-11.08	16.24
Mid-Cap Blend Funds																	
Fidelity Low-Priced Stock ¹³	FLPSX	0.78 / 0.78	12-27-1989	-1.64	-8.91	-0.77	2.32	5.56	9.32	7.95	4.15	3.46	6.74	9.92	25.66	-10.75	20.67
Large-Cap Stock Funds																	
Fidelity Contrafund ¹³	FCNTX	0.85 / 0.85	05-17-1967	-3.18	18.59	27.25	15.41	15.40	14.68	11.80	35.10	18.47	17.75	15.52	29.98	-2.13	32.21
Dodge & Cox Stock Fund ¹³	DODGX	0.52 / 0.52	01-04-1965	-1.92	-13.04	-6.46	1.96	7.00	10.35	4.28	-2.39	2.84	9.06	11.03	24.83	-7.07	18.33
Harbor Capital Appreciation Instl ^{12,13}	HACAX	0.72 / 0.67	12-29-1987	-4.53	30.93	42.68	21.06	18.36	17.07	15.83	54.19	24.71	21.45	18.21	33.28	-1.03	36.59
Neuberger Berman Sustainable Equity R6 ¹³	NRSRX	0.59 / 0.59	03-15-2013	-0.57	2.18	8.79	8.36	9.54	10.96	9.65	11.00	8.94	11.22	11.58	26.18	-5.56	18.85
S & P 500 Index ^{5,6,7}	N/A	- / -		-2.66	2.77	9.71	10.42	11.71	13.01	8.93	15.15	12.28	14.15	13.74	31.49	-4.38	21.83
Index Stock Funds																	
Vanguard Institutional Index Instl Pl ¹³	VIIIX	0.02 / 0.02	07-07-1997	-2.66	2.77	9.71	10.41	11.70	13.01	8.92	15.12	12.23	14.11	13.69	31.48	-4.41	21.82
Vanguard Mid Cap Index Ins ¹³	VMCIX	0.04 / 0.04	05-21-1998	-0.08	0.12	5.83	7.45	9.05	11.53	7.94	7.10	7.99	10.34	11.98	31.04	-9.24	19.29
Vanguard Small Cap Index Instl ¹³	VSCIX	0.04 / 0.04	07-07-1997	2.01	-4.40	1.76	4.56	8.19	10.74	5.80	1.35	4.40	8.96	10.96	27.40	-9.32	16.25
Money Market Fund																	
Vanguard Federal Money Market Inv (7-day SEC yield: 0.04%) ^{1,13}	VMFXX	0.11 / 0.11	07-13-1981	0.00	0.45	0.72	1.52	1.10	0.55	0.02	0.87	1.54	1.10	0.55	2.14	1.78	0.81
Bond Funds																	
Metropolitan West Total Return Bond I ^{4,13}	MWTIX	0.46 / 0.46	03-31-2000	-0.31	7.49	7.37	5.64	4.38	4.46	1.26	8.03	5.75	4.45	4.60	9.09	0.16	3.43
PIMCO High Yield Instl ^{4,13}	PHIYX	0.57 / 0.57	12-15-1992	0.39	0.29	2.48	3.89	5.49	5.67	3.99	2.40	3.89	6.08	5.87	14.93	-2.49	7.01
Barclays Capital Aggregate Bond Index ^{5,6,10}	N/A	- / -		-0.45	6.32	6.19	5.06	4.08	3.55	0.62	6.98	5.24	4.18	3.64	8.72	0.01	3.54
Stable Value Fund																	
CRA Book Value Fund ¹	N/A	0.06 / 0.06	01-01-1987	0.19	2.04	2.49	2.44	2.25	2.26	0.59	2.52	2.43	2.25	2.26	2.63	2.29	1.99

These returns and fund operating expenses are expressed as percentages. 3, 5 and 10 Year/Since Inception returns shown are annualized. For 10 Year/Since Inception, if the fund was not in existence for 10 years, returns shown are since inception. If the fund is less than one year old, returns are not annualized.

Returns reflect deduction of fund expenses. Your Plan may have higher or lower fund expenses and may assess a plan administrative fee that was not deducted in the returns shown.

CRA Retirement Plans - 98721-01/02 (Continued)

For information related to investments in your Self-Directed Brokerage (SDB) account, contact Charles Schwab at www.schwab.com or 1-888-393-7272.

Funds may impose redemption fees and/or transfer restrictions if assets are held for less than the published holding period.

On occasion, the name and/or investment objective of an investment option may change. For specific information on whether the option name has changed within the past year, or if the investment objective has changed in the last ten years, please visit www.cra-online.org for a current prospectus.

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Expense ratios provided are the Funds' total annual operating expense ratios, gross of any fee waivers or expense reimbursement.

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A ticker symbol is not available for those funds that are exempt from SEC registration.

¹ You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

² Asset allocation and balanced investment options and models are subject to the risks of the underlying investments.

³ Securities of small and mid-size companies may be more volatile than those of larger, more established companies.

⁴ Bond prices generally fall when interest rates rise (and vice versa) and are subject to risks including changes in credit quality, market valuations, inflation, liquidity, and default. High-yield bonds have a greater risk of default.

⁵ A benchmark index is not actively managed, does not have a defined investment objective, and does not incur fees or expenses. You cannot invest directly in a benchmark index.

⁶ Benchmark index returns are supplied by Morningstar, Inc. There may be another benchmark that is more specific to each of the funds listed under the broad asset class. Please refer to the fund's prospectus for more specific information as to the fund's actual benchmark index.

⁷ The S&P 500 Index is a registered trademark of Standard & Poor's Financial Services LLC. It is an unmanaged index considered indicative of the domestic large-cap equity market and is used as a proxy for the stock market in general.

⁸ The S&P MidCap 400 Index is a registered trademark of Standard & Poor's Financial Services LLC and an unmanaged index considered indicative of the domestic mid-cap equity market.

⁹ Russell 2000® Index is a trademark of Russell Investments and is an unmanaged index considered indicative of the domestic Small-Cap equity market.

¹⁰ Bloomberg Barclays Capital U.S. Aggregate Bond Index is an unmanaged index representative of the broad bond market and is composed of government and corporate bonds, mortgage-backed bonds and asset-backed bonds.

¹¹ The Fund has a Contractual Expense Ratio Waiver in the amount of .01% which expires on 28-FEB-2021.

¹² The Fund has a Contractual Management Fee Waiver in the amount of .05% which expires on 28-FEB-2021.

¹³ Where data obtained from Morningstar, ©2020 Morningstar, Inc. All rights reserved. The data: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information.

¹⁴ There is an additional asset-based fee of .15% for this investment option, which is not reflected in the stated returns. Returns would be reduced if these fees had been taken into account. Please refer to Plan Highlights or contact your Empower representative for more information on these and other fees that may apply. You can also visit the Website at www.wichita457.com for plan related information.

CRA PLAN FEES

CRA administrative fees are 0.25% of combined account balances with a minimum of \$28/year. Participants pay no fees on combined account balances above \$400,000.

CRA's fees are charged monthly and are prorated between 401(a) & 457(b) accounts.



ADDITIONAL PLAN SERVICES AND INVESTMENT OPTIONS

Plan Participants have the ability to utilize additional services and expand their investment selection. These services include:

MANAGED ACCOUNTS

Advised Assets Group, LLC
Advisory Services:

Plan Participants who want more assistance with their investing strategy can opt-in to managed accounts to have an investment advisor personalize and monitor their investment strategy.

	Quarterly Fee:	Annual Fee:
Online Investment Advice:	\$0.00	\$0.00
My Total Retirement:		
≤\$100,000.00	.1125%	.45%
Next \$150,000.00	.0875%	.35%
Next \$150,000.00	.0625%	.25%
≥\$400,000.01	.0375%	.15%

SELF-DIRECTED BROKERAGE ACCOUNT

Charles Schwab & Company, Inc.
Personal Choice Retirement Account:

Plan Participants who consider themselves knowledgeable investors may want to establish a self-directed brokerage account for access to a greater number of investment options.

	Quarterly Fee:	Annual Fee:
Account Fee:	\$15.00	\$60.00
Asset-Based Fee:	.0125%	.05%

Additional fees may apply with investment purchases



Important Changes to Your CRA 401(a) Plan and CRA 457 Plan

Your CRA 401(a) Plan and CRA 457 Plan is an important part of your long-term financial strategy. The Colorado Retirement Association regularly reviews, and sometimes changes, the plan's fund lineup so you may continue to select from a variety of competitive investment options. As a result of a recent review, we are announcing the following plan change:

What

- The Neuberger Berman Sustainable Equity R6 fund will be replaced by the Vanguard FTSE Social Index Instl fund.

Why

- The new fund offers:
 - A lower expense ratio, which means it costs less to invest in this fund category.
 - Improved historical performance.
 - Greater diversification.

Important information about fund mapping

If you have a balance in and/or future contribution elections directed to be invested in the current fund, your money and/or elections will automatically transfer to the replacement fund. **No action is required on your part.** However, if you do not want your existing balance or future contribution elections transferred in the manner outlined in this letter, you must reallocate your balance and future contribution elections to other fund options in the plan's investment lineup before market close **on Friday, November 5, 2021**, either online at **www.cra-online.org** or by phone at **800-352-0313**. After the transfer, your account will remain invested according to the fund mapping instructions below, unless you actively elect to transfer your account to another investment.

Current fund	Ticker	Gross expense ratio	Replacement fund	Ticker	Gross expense ratio
Neuberger Berman Sustainable Equity R6	NRSRX	0.59%	Vanguard FTSE Social Index Instl	VFTNX	0.12%

Questions/What should you do?

No action is required. Your money will transfer automatically unless you provide different investment instructions before market close **on Friday, November 5, 2021**. You can make changes by:



Visiting your plan's website at **www.cra-online.org**.



Contacting a representative at **800-352-0313** between 6 a.m. and 8 p.m. Mountain Time, any business day or Saturdays between 7 a.m. and 3:30 p.m. Mountain Time. The TTY number for those with a hearing impairment is 800-345-1833.

You can always change how your money is invested any time after the transfer.

Carefully consider the investment option's objectives, risks, fees and expenses. Contact Empower Retirement for a prospectus, summary prospectus for SEC registered products or disclosure document for unregistered products, if available, containing this information. Read each carefully before investing.

Investing involves risk, including possible loss of principal.

Fund changes may alter the risk exposure of an investment account. Some cash-alternative options (other than money market funds), such as guaranteed interest funds or stable value funds, may have withdrawal and transfer restrictions. Carefully consider the importance of a well-balanced and diversified investment portfolio, taking into account all your assets, income and investments. Adjustments may be needed to realign the account with its desired investment strategy.

Under certain market conditions, socially responsible funds may underperform funds that do not utilize a socially responsible investment style.

Unless otherwise noted, investments are not deposits, insured by the FDIC or any federal government agency, or bank guaranteed and may lose value.

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RO1851045-0921

**COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Town of Green Mountain Falls

Association Member Original Participation Date: November 16, 2021

Participation Agreement Effective Date: January 1, 2022

Prior Participation Agreement Date: N/A

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform

the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS.** All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE.** “Eligible Employee” means the following:

[Specify one option only.]

- ☐ **All Employees.** Every Employee of the Participating Employer.
- ☒ **All Benefitted Positions.** Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer’s standard personnel practices.
- ☐ Every Employee of the Participating Employer who works at least _____ months per year and at least _____ hours per week.
- ☐ Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION.** An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

- ☒ Immediately as of:
 - ☐ The Eligible Employee’s Date of Hire.
The first day of the calendar month following the Eligible Employee’s Date of Hire.
 - ☒ ~~The first day of the Eligible Employee’s first full payroll period~~
- ☐ Immediately after _____ Plan Months. (Not to exceed twelve (12) months).
- ☐ Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official’s commencement of term of office.

2.5(a) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- ☒ Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a) **CHANGE IN STATUS.**

[Specify one option only.]

- ☐ Status of Employee is not applicable. All Employees are ***Eligible Employees***, per Section 1.16.
- ☐ In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

- ☐ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.
- ☐ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.
- ☒ A Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a) **EMPLOYER CONTRIBUTIONS.** The Participating Employer will make an Employer Contribution for each Participant (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☐ The Participating Employer will contribute ____% of the Compensation of such Participant for the Plan Month.
- ☐ The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant.
- ☒ The Participating Employer will contribute for each Participant:
- 3 % of Compensation based on 0 attained Years of Service
 - 6 % of Compensation based on 5 attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

- 3.2 **PRIOR SERVICE BENEFIT CONTRIBUTIONS.** The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant's annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

- ☐ Not Applicable. Employer is an existing Participating Employer.
- ☐ The Participating Employer elects not to make Prior Service Benefit Contributions.
- ☒ The Participating Employer will contribute to each Participant 3 % (*no less than three percent (3%)*) of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

- A. The ***Prior Service Period*** is 5 (*number from one to five*) twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.
- B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over 1 (*number from one (1) to thirty-six (36)*) continuous calendar month(s) (the "***Pay Out Period***"). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Each Participant will make a contribution (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☐ The Mandatory Participant Contribution will equal ____% of the Compensation of such Participant for the Plan Month.
- ☐ The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant for the Plan Month. **Once an election is made, it is an irrevocable election.**
- ☒ The Mandatory Participant Contribution will equal:
- 3 % of Compensation based on 0 attained of Service
 - 6 % of Compensation based on 5 attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Mandatory Participant Contributions will be:

[Specify one option only.]

☒ Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*

☐ After-tax.

3.8 **DISCRETIONARY EMPLOYER MATCHING CONTRIBUTIONS.** The Participating Employer will make an Employer Matching Contribution in accordance with its Employer 457 Contribution Policy for each Participant who defers compensation into:

[Specify one option only.]

☐ Not Applicable. The Participating Employer elects not to make Discretionary Employer Matching Contributions to the Plan.

☒ The Colorado Retirement Association Deferred Compensation Plan and Trust Agreement.

☐ _____ [Name of 457(b) plan].

* Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as "picked-up" and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the "pick-up" nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.

5.1(b)(1) **VESTING OF PARTICIPANT'S ACCOUNTS.** In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.[†]

[Specify one option only.]

- ☐ ***Immediate Vesting.*** A Participant is 100% vested upon Plan participation.
- ☐ ***Graded Vesting.*** A Participant will vest pro rata monthly at _____% annual rate. (must be more than 10%).
- ☒ ***Specified Vesting.*** A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant's Years of Service):
- 1st Year of Service: 0 %
- 2nd Year of Service: 0 %
- 3rd Year of Service: 100 % (End of year cliff vesting)
- 4th Year of Service: _____ %
- 5th Year of Service: _____ %
- 6th Year of Service: _____ %

[†] Employee-Participants who reach Normal Retirement Age, Disability, or who die or are presumed deceased will be 100% vested in accordance with the terms of the Plan.

5.1(c) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- ☐ Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

- ☒ In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☒ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(e) **SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.**

[Specify one option only.]

- ☐ Not Applicable. Employer is an existing Participating Employer.
- ☒ **Past Service Credit.** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 **FORFEITURES ACCOUNT.**

[Specify one option only.]

- ☐ Not Applicable. Participants are 100% vested in their Accounts.
- ☒ In accordance with the **default** provisions of Section 11.6 of the Plan, forfeitures will be utilized to reduce future Employer Contributions.
- ☐ Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

- ☐ Participant loans are not allowed.
- ☒ Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.

1.9 **DEFINITION OF COMPENSATION.** For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

- ☒ Bonuses.
- ☒ Overtime pay.
- ☒ Premiums for shift differential.
- ☒ Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.
- ☐ Holiday pay.
- ☒ Vacation pay. N/A
- ☒ Sick pay. N/A

- ☐ Paid Time Off (PTO).
- ☒ All post-severance compensation.
- ☒ Other *[please specify]*: Lump sum PTO leave payout at separation from employment.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Town of Green Mountain Falls

Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION

Plan Sponsor

By: _____

Title: CRA Executive Director

13845387_v11

**COLORADO RETIREMENT ASSOCIATION
DEFERRED COMPENSATION PLAN**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Town of Green Mountain Falls

Association Member Original Participation Date: November 16, 2021

Participation Agreement Effective Date: January 1, 2022

Prior Participation Agreement Date: N/A

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Deferred Compensation Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 12 of the Plan. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 12 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform the specific acts and to exercise the specific powers granted under the Plan. The Association

or its designee shall have authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees, to effectuate the purpose of the Plan.

VI. **PARTICIPANT AND PARTICIPATING EMPLOYER CONTRIBUTIONS.** All contributions made by the Participants and Participating Employer under the Plan and this Participation Agreement shall be determined separately by each Participating Employer and shall be allocated only among the eligible Participants of the Participating Employer making the contribution.

* * * * *

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

2.2(d) **DESIGNATED ROTH DEFERRALS.**

[Specify one option only.]

- ☒ Designated Roth Deferrals are permitted.
- ☐ Designated Roth Deferrals are not permitted.

2.11 **EMPLOYER CONTRIBUTIONS.**

[Specify one option only.]

- ☐ The Participating Employer elects not to make Employer Contributions.
- ☒ The Participating Employer elects to make Employer Contributions for Eligible Employees, per the Employer 457 Contribution Policy.

6.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

- ☐ Participant loans are not permitted.
- ☒ Participant loans are permitted in accordance with Article 6 of the Plan and loan procedures adopted by the Association.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Town of Green Mountain Falls

Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION

Plan Sponsor

By: _____

Title: CRA Executive Director

14004943_v2

Wednesday, November 10, 2021

Clay Brown, Regional Manager
Department of Local Affairs
15220 South Golden Road
Golden, CO 80401

Re: Town of Green Mountain Falls – EIAF A-0124 Green Mountain Falls Land Use Code

Dear Mr. Brown:

We are writing this letter to ask for a six (6) month extension on the December 31, 2021 EIAF A-0124 Green Mountain Falls Land Use Code contract end date, making the new proposed contract end date the last day of second quarter 2022, June 30, 2022.

In June 2021, the Town of Green Mountain Falls was awarded a generous small dollar grant from DOLA in the amount of \$25,000 to help with a Land Use Code rewrite project. The Town's land use code prior was last given a complete overhaul in the 80's/90's, and was in desperate need of a complete overhaul. To match the generous grant from DOLA a local benefactor, the Kirkpatrick Family Fund offered to provide matching funds in the amount of \$25,000 toward the project, making the total budget for the project \$50,000. The project budget pays for the services of an attorney specializing in zoning and land use code, as well as the services of an intern.

Upon receiving the award from DOLA, the Town secured the services of an attorney specializing in zoning and land use code via a request for proposals process (RFP), and hired an intern working on a master's degree to help lead the project under the supervision of our Town Planner. The project kicked off and has been underway for a little over one year. While the project was well underway our staff Town Planner resigned, and the Intern resigned shortly thereafter. The Town has also seen considerable turnover in other key positions due to the COVID closures, returning to the office full time after the COVID closure, and the resulting inflation/economic challenges from COVID all are factors that made it a challenge to retain valued and qualified employees.

Despite setbacks and challenges, the staff and planning commission have worked diligently to keep the project rolling along, and we have an updated proposed schedule. The Town has hired a new Town Planner who is working closely with the attorney and planning commission to complete the project as quickly as possible.

We respectfully request that DOLA grant the Town of Green Mountain Falls a six (6) month extension on the December 31, 2021 EIAF A-0124 Green Mountain Falls Land Use Code contract end date, making the new proposed contract end date the last day of the second quarter in 2022, June 30, 2022.

Sincerely,

Jane Newberry, Mayor
cc: Board of Trustees

Economic Development Department

Crystal LaTier, Executive Director
719-520-6484
Economic Development Department
Nine East Vermijo Avenue
Colorado Springs, CO 80903
www.elpasoco.com

Board of County Commissioners
Holly Williams, District 1
Carrie Geitner, District 2
Stan VanderWerf, District 3
Longinos Gonzalez, Jr., District 4
Cami Bremer, District 5

November 9, 2021

Town of Green Mountain Falls
Attention: Angie Sprang
PO Box 524
Green Mountain Falls, CO 80819

Town of Green Mountain Falls
Access for All Phase 1
Funding Source: 2021 Community Development Block Grant (CDBG) Funds
Project Number# 2211504
Award Amount: \$150,000

You are hereby notified to commence work and begin incurring expenses on the subject project on November 9, 2021 and are to fully complete the work within one year of this date.

Please do not hesitate to contact us if you have further questions.

Thank you,



Crystal LaTier
Economic Development Executive Director
crystallatier@elpasoco.com
719-520-6484



Chloe Lomphey
Community Development Analyst
chloelomphey@elpasoco.com
719-520-6249