



*Real Fun. Real Colorado.*

337 E. Bennett Avenue, Cripple Creek, CO 80813

**CRIPPLE CREEK CITY COUNCIL**

**March 1, 2023**

**5:30 PM – REGULAR MEETING**

**IN-PERSON AND ONLINE VIA ZOOM**

**Join City Council Meeting By ZOOM**

**Meeting ID: 810 0317 0093**

**Passcode: 453056**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENT**

**APPROVAL OF MEETING MINUTES** from the February 15, 2023 Regular Meeting.

**REPORTS**

**City Administrator**

**Finance Director**

**PROCLAMATIONS, PRESENTATIONS, UPDATES & OTHER**

Ted Borden, Aspen Mine Center; Recognition of the City of Cripple Creek

**NEW BUSINESS**

- A. Consider Approval of a Professional Service Agreement with AquaWorks, DBO as Owner's Representative for the Wastewater Treatment Plant; Frank Salvato, City Administrator.
- B. Consider Signing on to the Five (5) Opioid Settlement Agreements; Frank Salvato, City Administrator.
- C. Consider Approval of Award of Engineering Services for Wastewater Treatment System Improvements/Preliminary Design to SGM Engineering; Frank Salvato, City Administrator

**ADJOURNMENT**



### **FEBRUARY 15, 2023, Regular Meeting Minutes**

Mayor Ashworth called the Regular meeting of the Council to order at 5:30 PM and led with the Pledge of Allegiance. All Councilmembers were present. Staff present for the meeting were: Frank Salvato, City Administrator; Malissa Gish, City Clerk; Paul Harris, Finance Director; Joe O'Connor, Fire Chief; "bud" Bright, Police Chief; Don Kramer, Code Enforcement; Ken Hartsfield, Building Official; Zack Sztanyo, Butte Director; Steve DiCamillo, Public Works Director; Robert Kible, Police Officer. Attend via Zoom; Ted Schweitzer, Transportation Director & Erin Smith, City Attorney.

### **PUBLIC COMMENT:**

None was presented.

**Meeting Minutes from** the January 4, 2023, Meeting. **Motion by** Councilwoman Trenary and seconded by Mayor Pro Tem Litherland to approve the minutes from the January 4, 2023, Regular Meeting. **Motion** passed unanimously.

### **REPORTS**

**Salvato** recognizes Todd Haberman for his 20 years of employment with the city. Salvato cancels plans to travel to Denver for CML with Councilwoman Trenary bases on the weather conditions.

**Harris** states he has nothing to report from finance.

### **PRESENTATIONS**

**Sol Malick** updates council on the 2023 Legislative Session.

**Newmont Mine** gives a quarterly update on mine activities and introduces new staff.

**Mohsen Bagherian** updated council on his plans for 326 Bennett Ave. He has faced many challenges attempting to obtain loans because of the condition of the property. He still plans to pursue the project after he takes care of some health issues.

### **NEW BUSINESS**

**Election of Mayor Pro Tem Per Cripple Creek Municipal Code Section 2-2-30; Milford Ashworth; Mayor.**

**Motion by** Councilman Brown and seconded by Councilman Bowman to Approve Nomination of Melissa Trenary as Elected Mayor Pro Tem. **Motion** passed unanimously.

**Consider Approval of 1) Professional Service Agreement & 2) Lease Agreement Between the City of Cripple Creek and the Friends of the Butte Theater; Zack Sztanyo, Butte Director.**

**Motion by** Mayor Pro Tem Trenary and seconded by Councilman Litherland to approve the Professional Service Agreement with The Friends of the Butte. **Motion** passed unanimously.

**Motion** by Councilman Brown and seconded by Councilman Litherland to approve the Lease Agreement with The Friends of the Butte. **Motion** passed unanimously.

Consider Approval for a Request by Lee Bowen for a Waiver of Water and Sewer Tap Fees, on the Construction of a Single-Family Residence at 316 S A St per Ordinance 2021-09; Ken Hartsfield, Building Official.

Hartsfield presents the applicant's plans for a residential development. Hartsfield reminds Council they may approve a percentage of the cost of the tap fees. Discussion regarding a percentage occurs. **Motion** by Councilman Brown and seconded by Mayor Pro Tem Trenary to approve 50% of the \$8000 tap fee to be waived, for a total of \$4000 to be paid by the applicant. **Motion** passed unanimously.

Consider Approval of Award of Owner's Rep RFQ to AquaWorks, DBO.

Salvato explains the nature of this approval. Aquaworks would be the engineer working directly with the engineers needed to update the wastewater plant in the future. They would also assist with applying for funding later on. **Motion** by Mayor Pro Tem Trenary and seconded by Councilman Brown to approve the awarding of the Owner's Rep RFQ to AquaWorks, DBO. **Motion** passed unanimously.

Request From Staff for Direction from City Council on the Following Issues Concerning Properties Adjacent to and in Proximity to the Mount Pisgah Cemetery:

- 1) *The Proposed Property Exchange of the West Lot Consisting of 10 acres of City Owned Property and the East Lot Consisting of a 11-Acre Portion of the 65-acre Gibraltar Development Property, Both Located West of the Mt. Pisgah Cemetery*
- 2) *The Combined Annexation into the City of the West Lot and the Entire 65 Acre Gibraltar Property Including the East Lot.*
- 3) *The Re-Platting of the 65-acre Gibraltar Property to Create Two (2) Properties Separating the East Lot From the Remaining Gibraltar Property.*  
*Ken Hartsfield; Building Official*

Hartsfield presented the plan for the land swap and explains the swap would include a 9.90-acre parcel of City owned land for a 11.48 acre parcel owned by Gibraltar Development. Gibraltar Development is proposing to develop their property, adjacent to the Mt. Pisgah Cemetery, outside city limits. This is proposed to be mixed-use of single-family homes, multi-family units, and commercial uses. It will be necessary to complete a land swap and complete an annexation in order for the project to move forward. Staff is asking for direction from council on how to move forward and to sequence the events that must take place for the swap and annexation.

The City's property is valued at \$14K and Gibraltar was valued at \$35k. Mayor Ashworth states the city is getting an advantage. Frank Salvato explains the city's parcel was donated during a divorce and has no access. Salvato believes the trade would benefit both parties.

Erin Smith says both the annexation and the swap could happen simultaneously with a joint annexation. The property has been platted.

Council directs Staff to move forward with the process to annex and swap the properties.

Discuss and Consider the Sale of Merchandise at the Heritage Center.

Councilman Brown suggests charging a \$4 per head fee to enter the Heritage Center, market more events at the facility, or collaborate with other city businesses to carry the city merchandise on consignment in their stores. City Attorney Smith defers to Salvato who defers to Paul Harris for clarification on sources of funds for the Heritage Center.

**Motion** by Councilman Brown and seconded by Councilman Bowman to Cease the Sale of Merchandise at the Heritage Center. **Councilman Litherland voices a NO vote. Motion passes 4-1.**

**ADJOURNMENT-** With no other business to be presented, Mayor Ashworth adjourns the meeting at 6:49PM.

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Milford Ashworth, Mayor

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Malissa Gish, City Clerk



TO: Mayor Ashworth & City Council

FROM: Frank Salvato, City Administrator

AGENDA ITEM:

DATE: March 1, 2023

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**REQUEST:** Mayor & City Council consider approving Professional Services Agreement with AquaWorks, DBO for Owner's Representative for Wastewater Treatment Plant.

**OVERVIEW & ANALYSIS:** On January 4, 2023 City Council authorized staff to advertise for Owner's Representative for the future upgrades to the Wastewater Treatment Plant. Staff advertised and received six (6) Requests for Qualifications (RFQ's) from Engineering firms. A committee (Mayor Ashworth, Councilmember Trenary, Paul Harris, Mickey Groves, Steve DiCamillo and City Administrator Frank Salvato) reviewed and scored the RFQ's individually and met on February 9<sup>th</sup> to review the scoring and recommend an engineering firm to the City Council for award.

The Owner's Representative would assist staff with oversight of Wastewater Treatment Plant Engineering firm and application for grant/loans through DOLA, SRF and/or USDA.

On February 15, 2023, the City Council accepted the RFQ Review Committee's recommendation to hire AquaWorks, BDO as Owner's Representative for the Wastewater Treatment Plant.

Staff is now bringing the Professional Services Agreement with AquaWorks, DBO to City Council for consideration.

**BUDGET IMPACT:** This Professional Services Agreement has a Not-To-Exceed amount of \$50,000.

**STAFF RECOMMENDATION AND COUNCIL ACTION REQUESTED:** Approve Professional Services Agreement with AquaWorks, BDO.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of March, 2023, by and between the City of Cripple Creek, a Colorado municipality (the "City") and AquaWorks DBO, an independent contractor ("Consultant").

WHEREAS, the City requires professional services; and

WHEREAS, Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **I. SCOPE OF SERVICES**

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, *quantum meruit* or implied contract.

### **II. REPORTS, DATA AND WORK PRODUCT**

A. The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform the Scope of Services. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the City, no project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure.

C. The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product prepared under this Agreement shall become the property of the City upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the City electronic versions of all work product, in the format directed by the City.

### **III. COMPENSATION**

A. In consideration for the completion of the Scope of Services by Consultant, the City shall pay Consultant an amount not to exceed Fifty Thousand Dollars (\$50,000) which includes a \$5,000 allowance for reimbursable expenses. The method and manner of payment shall be as specified in **Exhibit B**, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

### **IV. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the City, the Scope of Services shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

### **V. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor

payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the City has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than 10 percent (10%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the City a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the City reasonably objects. All contracts between Consultant and subcontractors shall conform to this Agreement.

## **VI. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance in accordance with applicable law. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

C. Any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the City a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages,



conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

## **VII. INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

## **VIII. TERMINATION**

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the City's issuance of written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

## **IX. CONFLICT OF INTEREST**

Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

## **X. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a City employee for any purposes.

## **XI. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Park City, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the City, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

The City: City of Cripple Creek  
Attn.: City Administrator  
337 E. Bennett Ave., PO Box 430  
Cripple Creek, CO 80813

Consultant: AquaWorks DBO  
Att.: Adam Sommers, P.E., AICP  
3252 Williams Street  
Denver, CO 80205

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the City not performed in the current fiscal year shall be subject to annual appropriation of funds by the City's governing body. Should sufficient funds not be appropriated for the City's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

L. Excluded Party List. If this is a covered transaction as defined below, Consultant certifies by its signature that it has not been suspended, debarred, voluntarily excluded, or otherwise rendered ineligible, its principals have not been suspended, debarred, voluntarily excluded or otherwise rendered ineligible to participate in a federal payment program by any Federal or State of Colorado department or agency as provided in OMB guidance, 2 CFR part 180, implementing Executive Orders 12549 and 12689. A "Covered Transaction" is defined as those procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000.00 or meet other specified criteria. Consultant certifies that it has completed the verification by checking the "Excluded Parties List System" (EPLS) at [www.SAM.gov](http://www.SAM.gov).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**CITY OF CRIPPLE CREEK**

\_\_\_\_\_  
Milford Ashworth, Mayor

ATTEST:

\_\_\_\_\_  
Malissa Gish, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Erin M. Smith, City Attorney

**CONSULTANT**

By: \_\_\_\_\_

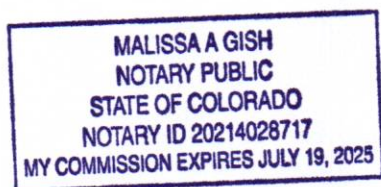
Adam Somers  
President, AquaWorks DBO, Inc

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Teller                    )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 16  
day of February, 2023 by Adam Somers as President of AquaWorks DBO Inc

My commission expires:

(S E A L)



Malissa Gish  
Notary Public

## Exhibit A

The City desires Engineer to perform the following services for the planning of the WWTP improvement project through the Site Application phase:

- A. Assist city with the review of responses to the WWTP design engineer RFQ.
- B. Act as the lead funding consultant to pursue multiple funding assistance programs.
- C. Review the basis of design information prepared by the engineer of record.
- D. Assist the city with evaluating different treatment alternatives recommended by the design team.
- E. Review any deliverables prepared by the design team.
- F. Provide technical support to city personnel to assist making project related decisions.
- G. Act as the main point of contact between the city and design team.
- H. Any other services requested by the city.

## Exhibit B – Rate Schedule

### HOURLY FEES:

Principal/Senior Project Manager	\$205/hr
Project Manager	\$195/hr
Senior Engineer	\$185/hr
Senior Project Engineer	\$175/hr
Project Engineer	\$165/hr
Engineering Technician	\$115/hr
Word Processing/Administrative	\$65/hr

### OTHER DIRECT CHARGES:

Mileage: Current IRS Rate

REIMBURSABLE EXPENSES: (subject to actual cost) may include, but are not limited to:

- Additional outside professional services provided beyond those stipulated in the scope of work;
- Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work;
- Postage, courier fees, and shipping;
- Lodging;
- Other owner-approved, project-related purchases;

### EXCLUSIONS:

1. Services resulting from significant changes in the extent of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, or character or construction or methods of financing; and revising previously accepted studies, reports, design documents or Contract Documents when revisions are due to causes beyond AquaWorks DBO control.
2. Water rights investigations, consulting, or certification.
3. Furnishing the services of land surveying, geotechnical, geological, or hydrogeological consultants.
4. Land use or regional (council of governments) planning documents including, but not limited to, 208 plans and amendments, 1041 permit, and zoning amendments.
5. Permit or application fees of any kind, including CDPHE fees or County or City permit fees.
6. Services of an Attorney and associated fees.

## **Colorado Local Government Opioid Participation Forms:**

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**  
**<https://forms.gle/2qVN2xxkVXsg3mvi7>**
- 2) **Or send to [Opioids@coag.gov](mailto:Opioids@coag.gov)**

**Participation Forms are due by no later than April 7th, 2023**

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

Please reach out to **[Opioids@coag.gov](mailto:Opioids@coag.gov)** if you have any questions or need assistance.

**Attachment A: Teva Settlement Participation Form**

**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
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 Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva 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 Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva 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.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. 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 Teva Settlement.





8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (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 Teva Settlement are intended by Released Entities and the Governmental Entity 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 Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva 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 Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva 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: \_\_\_\_\_



**Attachment B: Allergan Settlement Participation Form**

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
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 Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan 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 Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan 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.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. 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 Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, 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 Allergan Settlement are intended 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 Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan 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 Allergan Settlement.

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



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

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

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

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

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



**Attachment C: Walmart Settlement Participation Form**

**EXHIBIT K**

**Subdivision 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 November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart 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 Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart 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 Walmart 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 Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (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 Walmart 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 Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart 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 Walmart Settlement.

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

Governmental Entity:	State:
Authorized Signatory:	
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 December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS 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 CVS 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 CVS 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 CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (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 CVS 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 CVS 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 CVS Settlement.
10. In connection with the releases provided for in the CVS 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 CVS Settlement.



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

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

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

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

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

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



## Attachment E: Walgreens Settlement Participation Form

### EXHIBIT K

#### Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
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 December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens 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 Walgreens 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 Walgreens 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 Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (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 Walgreens 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 Walgreens 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 Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens 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 Walgreens Settlement.



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

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

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

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

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

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





Colorado Opioid Settlement Distribution Funds -  
Teva, Allergan, CVS, Walgreens, & Walmart Settlements

Estimated direct allocation for maximum Local Government participation

Participating Local Governments	Local Government Share Total	Teva Local Gov. Share (13 Years)	Allergan Local Gov. Share (7 Years)	CVS Local Gov. Share (10 Years)	Walgreens Local Gov. Share (14 Years)	Walmart Local Gov. Share (6 Years)
Alma	\$ 722.41	\$ 141.48	\$ 84.29	\$ 187.15	\$ 203.51	\$ 105.98
Arvada	\$ 712,258.83	\$ 139,495.66	\$ 83,104.87	\$ 184,520.49	\$ 200,646.71	\$ 104,491.10
Aspen	\$ 40,768.11	\$ 7,984.42	\$ 4,756.74	\$ 10,561.54	\$ 11,484.57	\$ 5,980.84
Aurora	\$ 2,380,568.00	\$ 466,233.47	\$ 277,759.70	\$ 616,719.02	\$ 670,617.37	\$ 349,238.44
Breckenridge	\$ 54,472.60	\$ 10,668.44	\$ 6,355.75	\$ 14,111.88	\$ 15,345.19	\$ 7,991.34
Broomfield	\$ 555,463.44	\$ 108,787.33	\$ 64,810.32	\$ 143,900.48	\$ 156,476.70	\$ 81,488.61
Buena Vista	\$ 11,762.86	\$ 2,303.75	\$ 1,372.47	\$ 3,047.33	\$ 3,313.65	\$ 1,725.66
Canon City	\$ 170,327.80	\$ 33,358.64	\$ 19,873.49	\$ 44,125.77	\$ 47,982.16	\$ 24,987.74
Carbondale	\$ 11,474.82	\$ 2,247.34	\$ 1,338.86	\$ 2,972.71	\$ 3,232.51	\$ 1,683.40
Cedaredge	\$ 10,929.67	\$ 2,140.57	\$ 1,275.25	\$ 2,831.48	\$ 3,078.94	\$ 1,603.43
Chaffee County	\$ 149,619.96	\$ 29,303.02	\$ 17,457.34	\$ 38,761.12	\$ 42,148.66	\$ 21,949.82
Commerce City	\$ 247,346.12	\$ 48,442.66	\$ 28,859.83	\$ 64,078.43	\$ 69,678.58	\$ 36,286.62
Crested Butte	\$ 2,500.20	\$ 489.66	\$ 291.72	\$ 647.71	\$ 704.32	\$ 366.79
Cripple Creek	\$ 59,675.28	\$ 11,687.38	\$ 6,962.79	\$ 15,459.71	\$ 16,810.81	\$ 8,754.59
Custer County	\$ 22,095.71	\$ 4,327.43	\$ 2,578.08	\$ 5,724.20	\$ 6,224.47	\$ 3,241.53
Delta	\$ 49,081.99	\$ 9,612.69	\$ 5,726.78	\$ 12,715.37	\$ 13,826.63	\$ 7,200.52
Denver	\$ 8,322,632.95	\$ 1,629,984.94	\$ 971,067.45	\$ 2,156,093.05	\$ 2,344,525.40	\$ 1,220,962.11
Dillon	\$ 8,641.15	\$ 1,692.37	\$ 1,008.23	\$ 2,238.61	\$ 2,434.25	\$ 1,267.69
Eagle County	\$ 208,737.33	\$ 40,881.14	\$ 24,355.03	\$ 54,076.29	\$ 58,802.30	\$ 30,622.57
Eaton	\$ 9,869.34	\$ 1,932.91	\$ 1,151.53	\$ 2,556.79	\$ 2,780.24	\$ 1,447.87
Edgewater	\$ 38,526.47	\$ 7,545.40	\$ 4,495.19	\$ 9,980.81	\$ 10,853.09	\$ 5,651.98
Empire	\$ 257.50	\$ 50.43	\$ 30.04	\$ 66.71	\$ 72.54	\$ 37.78
Englewood	\$ 334,795.99	\$ 65,569.68	\$ 39,063.30	\$ 86,733.53	\$ 94,313.63	\$ 49,115.85
Florence	\$ 44,470.74	\$ 8,709.58	\$ 5,188.75	\$ 11,520.76	\$ 12,527.62	\$ 6,524.03
Fort Collins	\$ 759,958.08	\$ 148,837.54	\$ 88,670.32	\$ 196,877.64	\$ 214,083.82	\$ 111,488.76
Frederick	\$ 26,390.18	\$ 5,168.51	\$ 3,079.15	\$ 6,836.74	\$ 7,434.24	\$ 3,871.54

**Colorado Opioid Settlement Distribution Funds - Teva, Allergan, CVS, Walgreens, Walmart Settlements**

**Estimated direct allocation for maximum Local Government participation**

<b>Participating Local Governments</b>	<b>Local Government Share Total</b>	<b>Teva Local Gov. Share (13 Years)</b>	<b>Allergan Local Gov. Share (7 Years)</b>	<b>CVS Local Gov. Share (10 Years)</b>	<b>Walgreens Local Gov. Share (14 Years)</b>	<b>Walmart Local Gov. Share (6 Years)</b>
Fremont County	\$ 335,059.91	\$ 65,621.37	\$ 39,094.09	\$ 86,801.90	\$ 94,387.98	\$ 49,154.57
Frisco	\$ 13,580.17	\$ 2,659.67	\$ 1,584.51	\$ 3,518.13	\$ 3,825.60	\$ 1,992.26
Garfield County	\$ 354,666.54	\$ 69,461.33	\$ 41,381.75	\$ 91,881.26	\$ 99,911.26	\$ 52,030.94
Glendale	\$ 73,673.09	\$ 14,428.85	\$ 8,596.02	\$ 19,086.03	\$ 20,754.06	\$ 10,808.13
Golden	\$ 203,104.05	\$ 39,777.86	\$ 23,697.76	\$ 52,616.91	\$ 57,215.38	\$ 29,796.14
Greeley	\$ 662,391.61	\$ 129,729.18	\$ 77,286.47	\$ 171,601.70	\$ 186,598.88	\$ 97,175.38
Gunnison	\$ 6,313.74	\$ 1,236.55	\$ 736.67	\$ 1,635.66	\$ 1,778.61	\$ 926.25
Gunnison County	\$ 94,352.84	\$ 18,478.97	\$ 11,008.89	\$ 24,443.41	\$ 26,579.64	\$ 13,841.93
Huerfano County	\$ 94,861.78	\$ 18,578.65	\$ 11,068.28	\$ 24,575.25	\$ 26,723.01	\$ 13,916.59
Jefferson County	\$ 3,396,093.20	\$ 665,123.74	\$ 396,249.07	\$ 879,804.86	\$ 956,695.66	\$ 498,219.87
Johnstown	\$ 35,842.24	\$ 7,019.69	\$ 4,182.00	\$ 9,285.43	\$ 10,096.93	\$ 5,258.19
La Veta	\$ 15,384.31	\$ 3,013.01	\$ 1,795.01	\$ 3,985.52	\$ 4,333.83	\$ 2,256.94
Lake County	\$ 40,335.63	\$ 7,899.72	\$ 4,706.28	\$ 10,449.50	\$ 11,362.74	\$ 5,917.39
Lakewood	\$ 929,903.22	\$ 182,121.24	\$ 108,499.17	\$ 240,904.28	\$ 261,958.17	\$ 136,420.36
Larimer County	\$ 2,027,744.95	\$ 397,133.19	\$ 236,593.05	\$ 525,315.34	\$ 571,225.43	\$ 297,477.94
Las Animas	\$ 11,965.39	\$ 2,343.42	\$ 1,396.10	\$ 3,099.80	\$ 3,370.70	\$ 1,755.37
Littleton	\$ 549,780.91	\$ 107,674.42	\$ 64,147.29	\$ 142,428.34	\$ 154,875.90	\$ 80,654.96
Loveland	\$ 759,958.08	\$ 148,837.54	\$ 88,670.32	\$ 196,877.64	\$ 214,083.82	\$ 111,488.76
Marble	\$ 181.88	\$ 35.62	\$ 21.22	\$ 47.12	\$ 51.24	\$ 26.68
Mesa County	\$ 975,902.79	\$ 191,130.25	\$ 113,866.30	\$ 252,821.10	\$ 274,916.47	\$ 143,168.67
Mount Crested Butte	\$ 2,722.50	\$ 533.20	\$ 317.66	\$ 705.30	\$ 766.94	\$ 399.40
Mountain View	\$ 7,840.65	\$ 1,535.59	\$ 914.83	\$ 2,031.23	\$ 2,208.75	\$ 1,150.25
Naturita	\$ 489.96	\$ 95.96	\$ 57.17	\$ 126.93	\$ 138.02	\$ 71.88
New Castle	\$ 6,641.53	\$ 1,300.74	\$ 774.92	\$ 1,720.58	\$ 1,870.95	\$ 974.34
Northglenn	\$ 109,392.83	\$ 21,424.55	\$ 12,763.72	\$ 28,339.72	\$ 30,816.49	\$ 16,048.35
Oak Creek	\$ 1,353.62	\$ 265.11	\$ 157.94	\$ 350.67	\$ 381.32	\$ 198.58
Ouray County	\$ 22,577.60	\$ 4,421.82	\$ 2,634.30	\$ 5,849.04	\$ 6,360.22	\$ 3,312.22
Palmer Lake	\$ 3,025.99	\$ 592.64	\$ 353.07	\$ 783.92	\$ 852.44	\$ 443.92
Parachute	\$ 4,949.44	\$ 969.35	\$ 577.49	\$ 1,282.22	\$ 1,394.28	\$ 726.10
Pitkin	\$ 40.43	\$ 7.92	\$ 4.72	\$ 10.47	\$ 11.39	\$ 5.93
Pitkin County	\$ 45,678.47	\$ 8,946.11	\$ 5,329.67	\$ 11,833.64	\$ 12,867.84	\$ 6,701.21



**Colorado Opioid Settlement Distribution Funds - Teva, Allergan, CVS, Walgreens, Walmart Settlements**

**Estimated direct allocation for maximum Local Government participation**

<b>Participating Local Governments</b>	<b>Local Government Share Total</b>	<b>Teva Local Gov. Share (13 Years)</b>	<b>Allergan Local Gov. Share (7 Years)</b>	<b>CVS Local Gov. Share (10 Years)</b>	<b>Walgreens Local Gov. Share (14 Years)</b>	<b>Walmart Local Gov. Share (6 Years)</b>
Platteville	\$ <b>8,011.15</b>	\$ 1,568.98	\$ 934.72	\$ 2,075.40	\$ 2,256.78	\$ 1,175.27
Poncha Springs	\$ <b>8,469.96</b>	\$ 1,658.84	\$ 988.26	\$ 2,194.26	\$ 2,386.03	\$ 1,242.57
Pueblo	\$ <b>1,427,252.95</b>	\$ 279,527.02	\$ 166,528.90	\$ 369,749.59	\$ 402,063.97	\$ 209,383.47
Rangely	\$ <b>7,071.09</b>	\$ 1,384.87	\$ 825.04	\$ 1,831.86	\$ 1,991.96	\$ 1,037.36
Rifle	\$ <b>24,500.06</b>	\$ 4,798.33	\$ 2,858.62	\$ 6,347.08	\$ 6,901.78	\$ 3,594.25
Salida	\$ <b>30,056.33</b>	\$ 5,886.52	\$ 3,506.91	\$ 7,786.51	\$ 8,467.01	\$ 4,409.38
Sedgwick County	\$ <b>33,845.42</b>	\$ 6,628.61	\$ 3,949.02	\$ 8,768.12	\$ 9,534.41	\$ 4,965.26
Silt	\$ <b>7,484.80</b>	\$ 1,465.90	\$ 873.31	\$ 1,939.04	\$ 2,108.50	\$ 1,098.05
Silverthorne	\$ <b>11,812.57</b>	\$ 2,313.49	\$ 1,378.26	\$ 3,060.21	\$ 3,327.66	\$ 1,732.95
Steamboat Springs	\$ <b>83,962.55</b>	\$ 16,444.04	\$ 9,796.57	\$ 21,751.66	\$ 23,652.65	\$ 12,317.63
Sterling	\$ <b>55,198.85</b>	\$ 10,810.68	\$ 6,440.49	\$ 14,300.02	\$ 15,549.78	\$ 8,097.88
Summit County	\$ <b>119,030.45</b>	\$ 23,312.08	\$ 13,888.23	\$ 30,836.48	\$ 33,531.44	\$ 17,462.22
Thornton	\$ <b>556,416.36</b>	\$ 108,973.96	\$ 64,921.50	\$ 144,147.35	\$ 156,745.14	\$ 81,628.41
Vail	\$ <b>80,734.22</b>	\$ 15,811.77	\$ 9,419.90	\$ 20,915.32	\$ 22,743.21	\$ 11,844.02
Weld County	\$ <b>1,120,928.41</b>	\$ 219,533.46	\$ 130,787.59	\$ 290,391.99	\$ 315,770.88	\$ 164,444.49
Wellington	\$ <b>13,213.51</b>	\$ 2,587.86	\$ 1,541.73	\$ 3,423.14	\$ 3,722.31	\$ 1,938.47
Westminster	\$ <b>661,162.32</b>	\$ 129,488.43	\$ 77,143.04	\$ 171,283.23	\$ 186,252.58	\$ 96,995.04
Wheat Ridge	\$ <b>190,701.36</b>	\$ 37,348.80	\$ 22,250.64	\$ 49,403.82	\$ 53,721.48	\$ 27,976.62
Windsor	\$ <b>49,605.19</b>	\$ 9,715.16	\$ 5,787.83	\$ 12,850.91	\$ 13,974.02	\$ 7,277.27
Winter Park	\$ <b>9,734.51</b>	\$ 1,906.50	\$ 1,135.80	\$ 2,521.86	\$ 2,742.26	\$ 1,428.09
Yampa	\$ <b>661.69</b>	\$ 129.59	\$ 77.21	\$ 171.42	\$ 186.40	\$ 97.07

## COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT

**THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT** (the "Regional Agreement") is made by and between the Participating Local Governments , as defined in the Colorado MOU in the El Paso /Teller Region ("the Region"), and as specified by the signatures hereto. The Parties individually herein may be referred to as a "Regional PLG" and collectively the "Regional PLGs."

### RECITALS

**WHEREAS**, the State of Colorado and Participating Local Government signatories have all executed the Colorado Opioids Summary Memorandum of Understanding (the "Colorado MOU"), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado; and

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

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

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

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

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

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

**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; and

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

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

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

**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; and

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

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

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU. 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 shall consist of the following:

a. **Voting Members.**

- (i) Two El Paso County Commissioners, or designees;
- (ii) El Paso County Sheriff, or designee;
- (iii) Teller County Sheriff, or designee;
- (iv) El Paso County Coroner, or designee;
- (v) One Teller County Commissioner, or designee;
- (vi) Two members of Colorado Springs' City Council, or designees;
- (vii) Two City of Colorado Springs' mayoral public safety appointees;
- (viii) Fourth Judicial District Attorney, or designee;
- (ix) Three appointees representing municipalities in El Paso County (City of Manitou Springs, City of Fountain, and Town of Monument), with two votes to be rotated on an annual basis so that, following the initial terms, each PLG shall serve a two year term as voting member followed by one year as a non-voting member. El Paso County PLGs shall serve the following initial terms:

	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	
<b>Voting</b>	Fountain	Manitou	Monument	
<b>Voting</b>	Monument	Fountain	Manitou	
<b>Non-Voting</b>	Manitou	Monument	Fountain	

Three appointees representing municipalities in Teller County, (City of Woodland Park, City of Cripple Creek, City of Victor), with one vote to be rotated on an annual basis so that each PLG shall serve a one year term as voting member followed by two years as a non-voting member. The City of Woodland Park shall have the initial one-year term of voting member, to be followed by the City of Cripple Creek and the City of Victor, respectively.

	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	
<b>Voting</b>	Woodland Park	Cripple Creek	Victor	
<b>Non-Voting</b>	Victor	Woodland Park	Cripple Creek	
<b>Non-Voting</b>	Cripple Creek	Victor	Woodland Park	

It is the Parties' intent that the County Commissioner representatives from El Paso and Teller Counties represent the interests of any municipal PLG without direct voting membership on the Regional Council within their respective counties.

b. **Non-Voting Members.**

- (i) El Paso County Public Health Director, or designee;
- (ii) Teller County Public Health Director, or designee;
- (iii) El Paso County Director of Department of Human Services/Social Services, or designee;
- (iv) Teller County Director of the Department of Human Services/Social Service, or designee.
- (v) A representative of any municipality located in El Paso or Teller County who does not have a resident representative as a voting member on the Regional Council.

c. **At Large Non-Voting Members.** The following at large non-voting members may be appointed by the Regional Council as it deems fit, but in doing so, should consider membership from the following categories:

- i. Representatives from behavioral health providers.

- ii. Representatives from health care providers.
  - iii. Recovery/treatment experts.
  - iv. Community representative(s), preferably those with lived experience with the opioid crisis.
  - v. Harm reduction experts.
- d. **Acting Chair:** The Voting Members 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. Regional Council Voting Members are elected officials and shall serve during their term in office or at the pleasure of their appointing bodies. Non-voting members are appointed by the Regional Council in accordance with Section 3.2(b) and shall serve two- year terms. Following the expiration of that two-year term, the Regional Council shall reappoint that Member, or appoint a new Voting Member.
  - (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, 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 fiscal agent shall be El Paso County. The Regional Council may nominate and designate a different 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. 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.

**4.4. Administration Fee:** The Regional fiscal agent may charge up to 10% to conduct its duties under this Agreement.

- 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.

**5.2 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 PLG will designate a representative prior to the first meeting of the Regional Council. Delegees are allowed.
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 the date upon which all Parties have executed this Regional Agreement 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 (d).
- 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:

El Paso County  
200 S. Cascade Ave  
Colorado Springs, CO 80903

Fourth Judicial District Attorney  
105 E. Vermijo Ave.  
Colorado Springs CO 80903

Teller County  
112 N. A St.  
Cripple Creek, CO 80813

City of Colorado Springs  
30 S. Nevada  
Colorado Springs, CO 80903

City of Manitou Springs  
606 Manitou Ave.  
Manitou Springs, CO 80829

City of Fountain  
116 S. Main St.  
Fountain, CO 80817

Town of Monument  
645 Beacon Light Rd.  
Monument, CO 80132

City of Cripple Creek  
337 Bennett Ave.  
P.O. Box 430  
Cripple Creek, CO 80813

City of Woodland Park  
220 W. South Ave.  
P.O. Box 9007  
Woodland Park, CO 80866

City of Victor  
500 Victor Ave.  
Victor, CO 80860

## **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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*{signature pages to follow}*



CITY OF CRIPPLE CREEK

CITY OF CRIPPLE CREEK

By 

Milford Ashworth, Mayor

Date: 6-29-2022

ATTEST:

  
City Clerk

Approved as to form:

  
City Attorney





TO: Mayor Ashworth & City Council

FROM: Frank Salvato City Administrator

ITEM:

DATE: March 1, 2023

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**REQUEST:** Consider selecting SGM as Engineer for Wastewater Treatment Plant analysis/upgrades/preliminary design.

**OVERVIEW & ANALYSIS:** On December 7, 2022 City Council authorized staff to advertise for Engineering Services for the future upgrades to the Wastewater Treatment Plant. Staff advertised and received seven (7) Requests for Qualifications (RFQ's) from Engineering firms. A committee (Mayor Ashworth, Mayor Pro-Tem Trenary, Paul Harris, Mickey Groves, Steve DiCamillo and City Administrator Frank Salvato) reviewed and scored the RFQ's individually and met on February 23<sup>rd</sup> to review the scoring and recommend an engineering firm to the City Council for selection.

**BUDGET IMPACT:** Once selected, staff will work with the Engineering Firm to draft an agreement for City Council consideration.

Staff will work with AquaWorks, DBO (Owner's Representative) for grant/loan funding to offset some of the engineering fees.

**STAFF RECOMMENDATION AND COUNCIL ACTION REQUESTED:** Consider selecting SGM firm for Wastewater Plant future upgrades/improvements/preliminary design.