



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Drew Nelson - City Administrator	July 19, 2022

ITEM

Resolution 2022-35 – A Resolution of the City Council for the City of Salida, Colorado, Approving the Colorado Regional Opioid Intergovernmental Agreement Between the Town of Poncha Springs, the Town of Buena Vista, Chaffee County, and the City of Salida

BACKGROUND

As you are aware, the Salida City Council approved Resolution 2021-36 in 2021 approving a Memorandum of Understanding (the “MOU”) with numerous local and state government agencies across Colorado to approve a settlement with certain Defendants and identify revenue streams to help address issues related to the national opioid crisis. The MOU allows for two separate tracks of where revenues for local governments go: 1) pooled locally (known as the “opt-in”), or 2) pooled at a regional level (known as the “opt-out”). In discussions with the other governments in Chaffee County, it was determined that the preferred alternative would be to receive revenues locally and pool them in Chaffee County to best serve those harmed by the opioid crisis in the County. As such, it requires an Intergovernmental Agreement (the “IGA”) to pool those funds together with the Towns of Buena Vista and Poncha Springs, along with Chaffee County, so keep the money as local as possible. Said IGA is attached for the City Council’s consideration, and was reviewed by the City Attorney prior to being presented to the City Council.

FISCAL NOTE

The City’s distributions of funds from the MOU equals a total of approximately \$37,515.66 over 18 years, which generally would not be adequate to do much to abate the opioid crisis occurring across the nation. By partnering with other agencies, it is anticipated that as much as \$250,000 will be provided locally to address the opioid crisis through the Chaffee County Public Health Department.

STAFF RECOMMENDATION

Staff recommends that the City Council approve Resolution 2022-35 to approve the Regional Council for the opioid settlement MOU to “opt-in” on controlling funding locally.

SUGGESTED MOTION

A City Councilperson should state, “I move to approve Resolution 2022-35, Approving the Colorado Regional Opioid Intergovernmental Agreement between the Town of Poncha Springs, the Town of Buena Vista, Chaffee County, and the City of Salida”, followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION 2022-35
(Series of 2022)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO,
APPROVING THE COLORADO REGIONAL OPIOID INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF PONCHA SPRINGS, THE TOWN OF BUENA
VISTA, CHAFFEE COUNTY, AND THE CITY OF SALIDA**

WHEREAS, the City Council of the City of Salida, Colorado, along with various other local Colorado local governments and the State of Colorado, are party “Plaintiffs” in federal litigation against various pharmaceutical manufacturers and distributors (party “Defendants”) regarding the national opioid crisis; and

WHEREAS, the Plaintiffs to the litigation in the State of Colorado anticipate one or more settlements with some of the Defendants in the federal litigation; and

WHEREAS, in anticipation of one or more settlements, the State of Colorado and various Colorado local governments have negotiated an agreement governing the allocation, distribution and expenditure of any settlement proceeds paid in connection with the opioid litigation; and

WHEREAS, on October 19, 2021, the Salida City Council approved Resolution No. 2021-36, approving a Memorandum of Understanding (“the MOU”) approving the Colorado Opioids Settlement, identifying revenue streams from the Defendants to address issues related to the opioid crisis; and

WHEREAS, Sections E.7 and E.8 of the MOU require Participating Local Governments that receive direct payments to spend their funds on Approved Purposes (listed in Exhibit A of the MOU) and to submit annual expenditure reports; and

WHEREAS, the governing bodies of Chaffee County, the Town of Buena Vista, the Town of Poncha Springs, and the City of Salida (the “Parties”) have determined to “opt-in” to receive funds with the accompanying reporting requirements in order to pool funds to provide services to all of Chaffee County to handle issues related to the opioid crisis; and

WHEREAS, the City Council has further determined that entering into an Intergovernmental Agreement (the “IGA”) with the Parties to fund and manage the Regional Council of the Chaffee County Region of the MOU, which is in the best interest of the City of Salida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALIDA COLORADO, THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Salida City Council hereby approves the Colorado Regional Opioid Intergovernmental Agreement, and further instructs the Mayor or City Administrator to sign the Agreement.

RESOLVED, APPROVED, AND ADOPTED this 19th day of July, 2022.

CITY OF SALIDA, COLORADO

By

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

COLORADO REGIONAL OPIOID
INTERGOVERNMENTAL AGREEMENT

THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made between _____, a Participating Local Government, as defined in the Colorado MOU, in the Chaffee County Region and the municipalities listed on the attached **Exhibit A**, all of which are Participating Local Governments in the Chaffee County Region, individually herein a “Regional PLG” and collectively the “Parties” or the “Regional PLGs.”

RECITALS

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

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

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

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

WHEREAS, Chaffee County and its municipalities therein are considered the Chaffee County Region;

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

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

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

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

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

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

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

WHEREAS, the Agreement pertains to the procedures for the Parties 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 Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the

Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.

2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference. Unless the context clearly requires a distinction between the Agreement and the Colorado MOU, all references to “Agreement” shall include the Colorado MOU.

3. **REGIONAL COUNCIL.**

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

3.2. Membership: The Regional Council of the Chaffee County Region shall consist of the following:

a. **Chaffee County Region:**

(i) **Voting Members.** Voting Members shall be appointed by the Parties. The Parties shall collaborate to appoint Local Government Members and to the extent practicable, Voting Members shall be selected from different municipalities within the region. No single municipality should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

- (1) 2 representatives appointed by the Chaffee County Board of County Commissioners (“BOCC”)
- (2) The Public Health Director of the Chaffee County Public Health Department, or their designee
- (3) The Director of the Chaffee County Department of Human Services, or their designee
- (4) The Chaffee County Sheriff, or their designee
- (5) 1 representative appointed from the County Court system
- (6) 3 total representatives appointed by the municipalities listed in **Exhibit A** as follows

- i. 1 representative from the City of Salida
 - ii. 1 representative from the Town of Buena Vista
 - iii. 1 representative from the Town of Poncha Springs
- c. **Non-Voting Members.** Non-voting members may be appointed from time to time by a majority vote of the Regional Council. All non-voting members shall receive the same notice of meetings and meeting materials as voting members and shall be entitled to engage in discussion regarding matters discussed during meeting. Non-voting members serve in an advisory role.
- d. **Acting Chair:** At the first meeting of each year, the Voting Members shall appoint one Voting Member to serve as Chair of the Regional Council. The 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 Chair must be either a Voting Member from Chaffee County, 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. The Voting Members may also appoint such other officer, for example, a chair-elect and/or vice-chair, recording secretary, from the Members as may be desired to conduct the business of the Regional Council.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU or that chooses not to participate in this Agreement shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** Members of the Regional Council shall serve for two-year terms. If an appointed Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement shall be appointed within sixty (60) days in the same manner as the original appointment, to serve the remainder of the term. 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 without term limits.

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 Colorado Attorney's General's Office, 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. Committees: The Chaffee County Region may appoint such advisory committees as may be desirable to assist in conducting its business. Such committees shall include a Technical Advisory Committee, which shall consist of persons who are subject matter experts in fields related to opioid education, treatment, recovery, or related fields, for the purpose of providing technical assistance as may be needed, as well as a Staff Planning Committee, which shall consist of staff from one or more Regional PLGs, for the purpose of assisting the Regional Council with operational and planning support.

3.8. 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.

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

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

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

4. REGIONAL FISCAL AGENT

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

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

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

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon receipt, the Regional fiscal agent shall deposit the Opioid Funds in a Colorado-specific QSF Account that is dedicated to that specific Region. 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 Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

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

- 6. DISPUTES WITHIN REGION.** In the event that any Party 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 Party 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 Party 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. **ALLOCATION OF PLG SHARES.** Section E.3. of the Colorado MOU allows for Regional PLGs to agree to a different allocation formula for the LG Shares within a Region than the default allocation provided in the Colorado MOU, Exhibit G. The Regional PLGs hereby agree to modify the allocation formula for the LG Shares within the Region as set forth in the attached **Exhibit B.**
9. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Agreement.
10. **AUTHORIZED REPRESENTATIVES.** Each Party shall designate a representative who is the point of contact for purposes of helping to coordinate the obligations as provided herein. Such designation and said person's contact information shall be provided to the Chair of the Regional Council and shall be updated promptly when there are changes.
11. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
12. **TERM.** The Agreement will commence when the final Party executes the 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").
13. **INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this 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 Agreement or any remedies available to the Parties hereunder.
14. **CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any

laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this 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 Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties 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 Party objects to disclosure of any of its material, the Party 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 Party 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 Parties may tender all material to the court for judicial determination of the issue of disclosure.

- 15. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent.
- 16. TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
- 17. NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the 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 Parties 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 Parties that are not Key Notices may be done via electronic transmission. The Parties 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 Agreement, and Key Notices shall be given to the Parties at the following addresses:

Chaffee County Public Health
ATTN: Andrea Carlstrom
448 E. First Street, Suite 137
Salida, CO 81201

18. GENERAL TERMS AND CONDITIONS

- 18.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 18.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 18.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 18.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 18.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this 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.

18.6. Statutes, Regulations, and Other Authority. Any reference in this 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 Agreement.

18.7. Conflict of Interest. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party 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 Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

18.8. Inurement. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

18.9. Survival. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

18.10. Waiver of Rights and Remedies. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

18.11. No Third-Party Beneficiaries. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third

person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18.12. Records Retention. The Parties 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.

18.13. Execution by Counterparts; Electronic Signatures and Records. This 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 Parties approve the use of electronic signatures for execution of this 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 Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the 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.

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

Attached Exhibits

Exhibit A, List of Participating Local Governments

Exhibit B, Intracounty Allocations

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**EXHIBIT A –PARTICIPATING LOCAL GOVERNMENTS
IN CHAFFEE COUNTY REGION**

Chaffee County
104 Crestone Ave.
Salida, CO 81201

City of Salida
448 E. First Street, Suite 112
Salida, CO 81201

Town of Buena Vista
210 East Main Street
Buena Vista, CO 81211

Town of Poncha Springs
333 Burnett Avenue
Poncha Springs, CO 81242

**EXHIBIT B – ALLOCATION OF SHARES
FOR PARTICIPATING LOCAL GOVERNMENTS
IN CHAFFEE COUNTY REGION**

One-hundred percent (100%) of the funds allocated to Chaffee County and its Participating Local Governments shall be combined and distributed to Chaffee County Public Health (“CCPH”), to be spent on opioid-related responses in a manner directed by the Regional Council.