

**POLICE MEMORANDUM**  
**#35-2022**

**DATE:** Oct. 10, 2022

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager *hmg*

**FROM:** James S. May, Jr., Chief of Police *JSM/217*  
Randall Darlin, Deputy Chief

**SUBJECT:** CR-148 – Colorado Region 8 Opioid IGA

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**PURPOSE**

To consider CR-148, a resolution approving an Intergovernmental Agreement (IGA) between all Region 8 Participating Local Governments (PLG) as defined in the Colorado Opioids Settlement Memorandum of Understanding.

**BACKGROUND**

The State of Colorado is set to receive \$385 million from opioid settlements with Johnson & Johnson and major drug distributors.

On Aug. 26, 2021, the State of Colorado and PLGs executed the Colorado Opioids Settlement Memorandum of Understanding (MOU). The MOU established how these funds shall be divided and distributed within Colorado. The City signed the MOU for the distribution of opioid funds and is a PLG within Region 8 Adams County.

**Funding and Use**

The settlement funds must be used for purposes to decrease the opioid crisis, which can include substance use disorder treatment, recovery, harm reduction, law enforcement, and prevention/education programs.

According to the Colorado MOU, there shall be a 60% direct allocation of opioid funds to regions through a regional share. The chart below shows the funding for Region 8 and its members:

<b>Local Government</b>	<b>Funding to Date</b>	<b>Anticipated Funding Over 18 Years</b>
Adams County	\$501,457.59	\$4,459,119.72
Arvada	\$99,976.85	\$889,025.80
Aurora	\$334,148.03	\$2,971,350.13
Bennett	\$1,498.06	\$13,321.30
Brighton	\$10,940.72	\$97,288.31
Commerce City	\$34,718.96	\$308,731.98
Federal Heights	\$8,407.13	\$74,758.89
Lochbuie	\$1,213.68	\$10,792.45
Northglenn	\$15,355.03	\$136,541.73
Thornton	\$78,101.88	\$694,506.66
Westminster	\$92,804.65	\$825,248.26
<b>Total</b>	<b>\$1,178,622.58</b>	<b>\$10,480,685.23</b>

Where to spend the money is currently being discussed by the Region 8 Regional Council (see more about the council below).

### **State Oversight**

The Colorado Opioid Abatement Council (COAC) was created by the Department of Law in agreement with local governments to provide oversight of the opioid funds and to ensure the distribution of those funds complies with the terms of any settlement and the MOU. The COAC is specifically responsible for oversight of opioid funds from the regional share and for developing processes and procedures for the statewide infrastructure share.

### **Regional Council**

The procedures established by the Colorado MOU include that each region shall create its own regional council, which includes Region 8 Adams County. The goal of the regional council is to identify best practices in addressing opioid addiction. In addition, the regional council will focus its efforts on education, therapy, addiction services, and resources to reduce the effects of opioid addiction in the area. Each regional council shall submit a two-year plan to the COAC that identifies the approved purposes for which the requested funds will be used.

There are currently nine voting members and five alternates on Adams County's Region 8 Regional Council. Police Chief James S. May is currently the local law enforcement voting member. Council member Becky Brown serves as an alternate city representative.

### **BUDGET/TIME IMPLICATIONS**

Northglenn has received \$15,355.03 so far and is anticipated to receive \$136,541.73 over 18 years.

The City is committed to having a representative on the regional council for the entire 18 years; May is currently serving a four-year term.

### **STAFF RECOMMENDATION**

Staff recommends approval of CR-148, a resolution that, if approved, would authorize the Mayor to execute the Intergovernmental Agreement on behalf of the City.

### **STAFF REFERENCE**

If Council members have any questions, please contact James S. May, Jr., Police Chief, at [jmay@northglenn.org](mailto:jmay@northglenn.org) or 303.450.8967.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-148  
Series of 2022

\_\_\_\_\_  
Series of 2022

A RESOLUTION APPROVING THE REGION 8 OPIOID INTERGOVERNMENTAL AGREEMENT

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit;

WHEREAS, the City is a party to the Colorado Opioids Settlement Memorandum of Understanding (MOU), which establishes regional opioid councils throughout the state to receive and spend opioid settlement abatement funds received by the state as part of nationwide settlements with opioid distributors and manufacturers that contributed to the opioid epidemic;

WHEREAS, the City participates in the Region 8 Opioid Council and currently occupies one voting seat and one alternate seat on the Region 8 Council;

WHEREAS, pursuant to the MOU, regional councils, including the Region 8 Council, are permitted to enter into intergovernmental agreements that govern how the Regional Council will operate; and

WHEREAS, the City wishes to enter into the Region 8 Opioid Intergovernmental Agreement to coordinate the duties and responsibilities of all Region 8 parties to the MOU and continue its participation in the Region 8 Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO THAT:

Section 1. The Colorado Region 8 Opioid Intergovernmental Agreement between the City of Northglenn and all other Region 8 participants, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

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JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

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COREY Y. HOFFMANN  
City Attorney

**COLORADO REGION 8 OPIOID  
INTERGOVERNMENTAL AGREEMENT**

**THIS COLORADO REGION 8 OPIOID INTERGOVERNMENTAL AGREEMENT** (the “Regional Agreement”) is made between all Region 8 Participating Local Governments (“PLG”), as defined in the Colorado Opioids Settlement Memorandum of Understanding, individually herein known as a “Regional PLG” and collectively the “Regional PLGs.”

**RECITALS**

**WHEREAS**, the State of Colorado and Participating Local Governments executed the Colorado Opioids Settlement Memorandum of Understanding on August 26, 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

**WHEREAS**, this 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;

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

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

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

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

**WHEREAS**, this 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 as identified the attached Exhibit A, and upon execution thereof 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.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

(i) 2 representatives appointed by the county (can be commissioners)

(ii) 1 representative appointed from the public health department

(iii) 1 representative from the county human services department

(iv) 1 representative appointed from the district attorney law enforcement within the region

(v) 1 representative appointed from local law enforcement within the region (sheriff, police chief, etc)

(vi) 1 representative appointed from a municipal or county court system within the region.

(vii) 2 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be council members and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.

(viii) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

b. **Non-Voting Members.** Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following:

(i) Representatives from behavioral health providers.

(ii) Representatives from health care providers.

(iii) Recovery/treatment experts.

(iv) Other county or city representatives.

(v) A representative from the Attorney General's Office.

(vi) Community representative(s), preferably those with lived experience with the opioid crisis.

(vii) Harm reduction experts.

c. **Acting Chair:** The Voting Members shall appoint one voting 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.

d. **Alternates:** Alternates may be appointed in the same manner as Voting Members are appointed in accordance with Section 3.2(a). Alternates shall be

designated to a specific Voting Member role at appointment. Alternates may act as a Voting Member for the purpose of this Agreement if the designated Voting Member is otherwise absent or unavailable for any Voting Member function.

e. **Terms:** Voting Members and alternates shall be appointed in accordance with Section 3.2 (a) and shall serve two-year terms beginning November 1, 2022. Any party who can appoint more than one representative pursuant to Section 3.2 may, at their discretion, initially appoint a voting member to a one year term to create staggered terms for their representatives. Following the expiration of a term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a).

(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) 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). At the end of his or her term, the individual serving as the 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 PLGs who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so.

**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:** The 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 the Regional Council and the Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should the 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 Voting Members.

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

**4.1. Purpose:** Pursuant to the Colorado MOU, the Regional Council shall 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 as set forth in Section 3.10 above. 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:** The Regional fiscal agent may serve as long as the Regional Council determines it 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 Regional Council and the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.

b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data. For purposes of the Colorado Open Records Law, the Regional fiscal agent shall be deemed the official custodian of records of the Regional Council.

**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. The 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:** Pursuant to the Colorado MOU, as part of the 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, the Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

**5.3 Amendment:** At any point, the 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. 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. AUTHORIZED REPRESENTATIVES.** Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLG executing this Agreement shall designate their authorized representatives upon execution of the Agreement and shall update the Regional Council in any changes to its designee.

**9. OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their

respective obligations as set forth in this Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

10. **TERM**. This Regional Agreement will commence on November 1, 2022 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”).
11. **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.
12. **CONFIDENTIALITY**. The Regional PLGs, their agents, employees, representatives, and designees, 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. Pursuant to Section 4.4(c) herein, the fiscal agent shall be deemed the official custodian of records for the Regional Council. Notwithstanding, 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 or the Regional Council for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs through the Regional Council 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.
13. **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.

14. **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 its participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs through its designee on the Regional Council. Termination for cause, shall be effective immediately upon written notice. Termination without cause shall be effective 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.
15. **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 1) 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; 2) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; 3) or overnight carrier service or personal delivery, when received. 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 through its

respective designee on the Regional Council.

## **16. GENERAL TERMS AND CONDITIONS**

**16.1. Independent Entities.** The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.

**16.2. 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.

**16.3. 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 all 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.

**16.4. 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.

**16.5. 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.

**16.6. 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.

**16.7. 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.

**16.8. 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.

**16.9. 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.

**16.10. 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.

**16.11. 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.

**16.12. 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 other PLGs at their request.

**16.13. 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.

**16.14. 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.



**IN WITNESS WHEREOF**, Adams County does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its representative on the Regional Council and as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS**

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

\_\_\_\_\_ Chair

**IN WITNESS WHEREOF**, the City of Thornton does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF THORNTON CITY COUNCIL**

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

\_\_\_\_\_ Chair

**IN WITNESS WHEREOF**, City of Westminster does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF WESTMINSTER CITY COUNCIL**

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

**IN WITNESS WHEREOF**, City of Northglenn does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF NORTHGLENN CITY COUNCIL**

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

\_\_\_\_\_ Chair

**IN WITNESS WHEREOF**, City of Federal Heights does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF FEDERAL HEIGHTS CITY COUNCIL**

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

\_\_\_\_\_ Chair

**IN WITNESS WHEREOF**, City of Commerce City does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF COMMERCE CITY, CITY COUNCIL**

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

\_\_\_\_\_ Chair

**IN WITNESS WHEREOF**, City of Arvada does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF ARVADA CITY COUNCIL**

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

\_\_\_\_\_ Chair

**IN WITNESS WHEREOF**, Town of Bennett does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**TOWN OF BENNET BOARD OF TRUSTEES**

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



**IN WITNESS WHEREOF**, The City of Brighton does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF BRIGHTON CITY COUNCIL**

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

\_\_\_\_\_ Chair

**IN WITNESS WHEREOF**, The Town of Lochbuie does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**TOWN OF LOCHBUIE BOARD OF TRUSTEES**

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

\_\_\_\_\_ Chair

**IN WITNESS WHEREOF**, The City of Aurora does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates \_\_\_\_\_ as its point of contact to coordinate the obligations as provided herein

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF AURORA CITY COUNCIL**

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

\_\_\_\_\_ Chair