

**MINUTES
BOX ELDER COUNTY COMMISSION
JUNE 15, 2022**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **June 15, 2022**. The following members were present:

Jeff Scott	Chairman
Stan Summers	Commissioner
Marla R. Young	Clerk

Commissioner Hadfield attended via conference call.

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 11:25 a.m.

The regular session was called to order by Chairman Scott at 11:30 a.m. with the following members present, constituting a quorum:

Jeff Scott	Chairman
Stan Summers	Commissioner
Marla Young	County Clerk

Commissioner Hadfield attended via conference call.

The prayer was offered by Commissioner Summers.

The Pledge of Allegiance was led by Community Development Director Scott Lyons.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF JUNE 01, 2022 WERE POSTPONED TO THE NEXT COMMISSION MEETING.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

Radio Communication Stations - Commissioner Summers

Commissioner Summers reported Emergency Manager Mark Millett has been working to get multiple radio communication stations in the county. He encouraged people to sign up for the code red messages to be informed when there is an emergency.

Landfill Issue- Commissioner Summers

Commissioner Summers reported a problem that occurred at the landfill. He said they are extremely busy and understaffed. He explained there was some confusion with a community telling their citizens they could dump for free during clean up week. It posed a problem with the amount of traffic to the landfill. Fees weren't waived except for commercial haulers that were participating. He encouraged cities to make arrangements ahead of time.

Visit from Dignitaries - Commissioner Summers

Commissioner Summers reported on a fundraiser held by USU. Several dignitaries including the President of the Senate and the Governor attended. They took a ride to Inspiration Point to show them the valley. Good conversation was had.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

Element 11 - Commissioner Summers

Commissioner Summers reported Element 11 is starting next week and everything should be ready with the necessary departments.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Corridor Preservation Fund- Extension Request for Garland City - Todd Freeman

Garland City Engineer Todd Freeman and Mayor Linda Bourne asked the Commission for an extension on their project funded by the Corridor Preservation Fund. They asked to extend it for one year.

Commissioner Summers stated it is a good project and needs to be done.

MOTION: Commissioner Summers made a motion to extend the Corridor Preservation Fund request for Garland City for one year. The motion was seconded by Commissioner Hadfield and unanimously carried with a Roll call vote: Commissioner Summers voting aye, Commissioner Hadfield voting aye, and Chairman Scott voting aye.

ARPA

Chairman Scott stated they have received some requests but they have not had the time to review and allocate funds. They are going to hang on for a bit and see what requests come up.

Commissioner Summers stated communications with broadband may come back to renegotiate due to the increased costs of fuel.

ATTORNEY'S OFFICE

Proposed "Dispute Resolution Agreement #22-22" Between Nicoli Nicholas, Jr. and Box

Elder County -Stephen Hadfield

This item was canceled.

Campaign Financial Disclosures Ordinance #563 -Anne Hansen

Anne Hansen, Deputy Attorney, stated they have put together an ordinance for campaign finances. The new ordinance spells out required dates and rules and adds three additional reporting requirements.

There was a recommendation to change one of the disclosure deadline requirements to five days prior to ballots being mailed.

MOTION: Commissioner Hadfield made a motion to approve Ordinance #563 pending the amendment. The motion was seconded by Commissioner Summers and unanimously carried with a Roll call vote: Commissioner Summers voting aye, Commissioner Hadfield voting aye, and Chairman Scott voting aye.

ATTACHMENT NO. 2 - Ordinance 563

One Utah Opioid Settlement MOU Contract #22-21-Anne Hansen

Anne Hansen, Deputy Attorney, stated the Commissioners need to authorize the signature on an MOU. It is required for participation in receiving the opioid settlement. She explained how the funds may be used and how records need to be kept.

MOTION: Commissioner Summers made a motion to sign the MOU for the Utah Opioid Settlement. The motion was seconded by Commissioner Hadfield and unanimously carried with a Roll call vote: Commissioner Summers voting aye, Commissioner Hadfield voting aye, and Chairman Scott voting aye.

ATTACHMENT NO. 3 - Contract #22-21

COMMISSIONERS

Utah Janssen & Distributors Opioid Settlement Payment Disbursement-Commissioner - Summers

This item was canceled.

Revisit Contract #21-03 Interlocal Agreement for the TrueCore Community

Reinvestment Area-Commissioners

Attorney Stephen Hadfield explained this agreement came before the Commission approximately one year ago but the project was put on hold. He said there have been just a few minor changes.

Chairman Scott said the increment is much more favorable than previous projects.

MOTION: Commissioner Summers made a motion to approve Contract #21-03 with the recent changes. The motion was seconded by Commissioner Hadfield and unanimously carried with a Roll call vote: Commissioner Summers voting aye, Commissioner Hadfield voting aye, and Chairman Scott voting aye.

ATTACHMENT NO. 4 - Contract #21-03

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 118101 through 118129 in the amount of \$179,903.17. With voided claim number 118115, and claim numbers 118130 through 118178 in the amount of \$377,604.43

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
JONES, APRIL	AUDITOR	PROMOTION	06/20/2022
ADAMS, NATHAN	AUDITOR	TRANSFER	06/20/2022
NEWMAN, SPENCER	FIRE MARSHAL	REHIRE	06/20/2022
SATTERTHWAITE, CASEY	JUSTICE COURT	COMPENSATION CHANGE	06/07/2022
HALES, ADAM	WEED DEPARTMENT	SEPARATION	06/08/2022
IVERSON, JOSHUA	SHERIFF'S OFFICE	TRANSFER	06/05/2022
BLAUER, SHAWN	SHERIFF'S OFFICE	PROMOTION	06/05/2022
RICHINS, JERRY	ROAD DEPARTMENT	COMPENSATION CHANGE	05/28/2022
NESSEN, NICHOLAS	SHERIFF'S OFFICE	NEW HIRE	06/06/2022
BENNETT, KELSEY	RECORDER'S OFFICE	COMPENSATION CHANGE	05/23/2022
WEBB, KURT	LANDFILL	SEPARATION	04/30/2022
NELSON, BRYANT	RECORDER'S OFFICE	NEW HIRE	06/14/2022
MILES, NAOMI	CLERK'S OFFICE	REHIRE	06/16/2022
BIERER, ELLIE	CLERK'S OFFICE	REHIRE	06/13/2022
BIERER, LYNZIE	CLERK'S OFFICE	NEW HIRE	06/28/2022
THORNLEY, MAKAYLA	CLERK'S OFFICE	REHIRE	06/17/2022
LARSEN, SARAH	CLERK'S OFFICE	REHIRE	06/17/2022
LARSEN, JESSE	CLERK'S OFFICE	NEW HIRE	06/17/2022
HENDRICKS, JULIE	CLERK'S OFFICE	REHIRE	06/17/2022
MORGAN, TAMARA	CLERK'S OFFICE	REHIRE	06/17/2022
BIERER, JOHN	CLERK'S OFFICE	REHIRE	06/17/2022
SELMAN, LORAIN	CLERK'S OFFICE	REHIRE	06/17/2022
MUNNS, SINTHIA	CLERK'S OFFICE	REHIRE	06/17/2022
MILLER, AMY	CLERK'S OFFICE	REHIRE	06/17/2022
WRIGHT, CHERSTEN	CLERK'S OFFICE	REHIRE	06/17/2022
SMITH, SANDRA	CLERK'S OFFICE	REHIRE	06/17/2022
SHIRES, BONNIE	CLERK'S OFFICE	REHIRE	06/17/2022
JENSEN, GAY	CLERK'S OFFICE	REHIRE	06/17/2022
PETERSEN, JANETTE	CLERK'S OFFICE	REHIRE	06/17/2022
YEATES, ASHLYN	CLERK'S OFFICE	REHIRE	06/17/2022

CHRISTENSEN, KELSEY	BUILDINGS/GROUNDS	COMPENSATION CHANGE	06/27/2022
DOUGLAS, KATELYN	FAIRGROUNDS	SEPARATION	06/10/2022
WAYMENT, SHERRIE	CLERK'S OFFICE	REHIRE	06/17/2022
GARDNER, KIMBERLY	CLERK'S OFFICE	REHIRE	06/17/2022
HUTHMAN, MARY	AUDITOR'S OFFICE	COMPENSATION CHANGE	06/20/2022

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation and the discussion of the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms

MOTION: At 11:59 a motion was made by Commissioner Summers to move into a closed session. The motion was seconded by Commissioner Hadfield and unanimously carried.

MOTION: At 12:20 a motion was made by Commissioner Summers to reconvene into regular Commission meeting. Commissioner Hadfield seconded the motion. The motion was carried unanimously and regular commission meeting was reconvened.

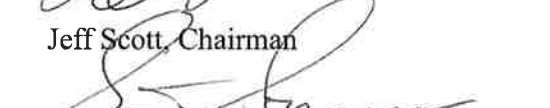
ADJOURNMENT

A motion was made by Commissioner Summers to adjourn. Commissioner Hadfield seconded the motion, and the meeting adjourned at 12:21pm.

ADOPTED AND APPROVED in regular session this 6th day of July 2022.




Jeff Scott, Chairman


Stan Summers, Commissioner


Jeff Hadfield, Commissioner

ATTEST:


Marla R. Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Wednesday, June 15, 2022 at 11:30 AM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday June 15, 2022 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. ADMINISTRATIVE / OPERATIONAL SESSION

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

2. CALL TO ORDER 11:30 A.M.

- A. Invocation Given by: Commissioner Summers
- B. Pledge of Allegiance Given by: Scott Lyons
- C. Approve Minutes 06-01-2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 11:38 Corridor Preservation Fund- Extension Request for Garland City-Todd Freeman

8. ATTORNEY'S OFFICE

- A. 11:44 Proposed "Dispute Resolution Agreement #22-22" Between Nicoli Nicholas, Jr. and Box Elder County -Stephen Hadfield
- B. 11:49 Campaign Financial Disclosures Ordinance #563 -Anne Hansen
- C. 11:54 One Utah Opioid Settlement MOU Contract #22-21-Anne Hansen

9. COMMISSIONERS

- A. 11:59 Utah Janssen & Distributors Opioid Settlement Payment Disbursement-Commissioner Summers
- B. 12:02 Revisit Contract #21-03 Interlocal Agreement for the TrueCore Community Reinvestment Area-Commissioners

10. WARRANT REGISTER

11. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

12. CLOSED SESSION

13. ADJOURNMENT

Prepared and posted this 10th day of June, 2022. Mailed to the Box Elder News Journal and the Leader on the 10th of June, 2022. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.

A handwritten signature in black ink, reading "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being more prominent and the last name "Young" following in a similar style.

Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

**CAMPAIGN FINANCIAL DISCLOSURES
ORDINANCE 563**

**AN ORDINANCE OF BOX ELDER COUNTY ADOPTING REQUIREMENTS
DIRECTING FINANCIAL DISCLOSURES FOR CANDIDATES OF ELECTED
OFFICES, PURSUANT TO UTAH STATE ELECTION CODE TITLE 20A.**

- A. COMPLIANCE: All candidates of elective county office shall comply with the following campaign disclosure requirements in addition to the requirements found in the State of Utah Election Code, Title 20A.
- B. DEFINITIONS:
1. CANDIDATE: Any person who files a declaration of candidacy for an elective office of the county; or is nominated by a committee or party; or received contributions or made expenditures or consents to another person receiving contributions or making expenditures with a view to bringing about such person's nomination or election to such office; or causes on his behalf any written material or advertisement to be printed, published, broadcast, distributed or disseminated which indicates an intention to seek such office.
 2. CONTRIBUTION: Monetary and nonmonetary contributions such as in-kind contributions and contributions of tangible things but shall not include personal services provided without compensation by individuals volunteering their time on behalf of a candidate.
 3. ELECTION: Both primary and general elections.
 4. EXPENDITURE: A purchase, payment, distribution, loan, advance, deposit or gift of money or anything of value made for the purpose of influencing the nomination or election of any candidate.
- C. FILING OF DISCLOSURE REPORTS - Each candidate shall file a signed campaign financial disclosure with the County Clerk reporting his or her itemized and total campaign contributions and expenditures, this includes candidates who are eliminated at the primary or general election.
1. Required reporting deadlines are:
 - a. PRIOR TO CONVENTION - At least once between the fourteen (14) days and the seven (7) days immediately prior to the day on which the candidate's political party is scheduled to hold its convention for the candidate's applicable elective office;
 - b. PRIOR TO BALLOTS BEING MAILED FOR PRIMARY ELECTION - Due five days before ballots are mailed.
 - c. PRIOR TO PRIMARY ELECTION - At least once between the fourteen (14) days and the seven (7) days immediately prior to the relevant primary election;

- d. FOLLOWING PRIMARY ELECTION - At least once within the thirty (30) days immediately following the relevant general election.
- e. PRIOR TO BALLOTS BEING MAILED FOR GENERAL ELECTION – Due five days before ballots are mailed.
- f. PRIOR TO GENERAL ELECTION – At least once between the fourteen (14) days and the seven (7) days immediately prior to the relevant primary election;
- g. FOLLOWING GENERAL ELECTION - At least once within the thirty (30) days immediately following the relevant general election.

D. REPORT REQUIREMENTS:

- 1. The report must list each contribution, the name of the donor of the contribution, if known, and the amount of the contribution; and
- 2. For each expenditure, the name of the recipient and the amount of the expenditure.
- 3. Each report must include all contributions deposited in or an expenditure made from an account,
 - a. Since the last financial report was filed; or
 - b. That has not been reported under a statute or ordinance that governs the account.

E. NO COMINGLING OF FUNDS, LIMIT TO ANONYMOUS DONATIONS:

- 1. Candidates for county office are prohibited from depositing or mingling any contributions received into a personal or business account; and
- 2. A candidate for county office who receives a contribution that is cash or a negotiable instrument, exceeds \$50, and is from a donor whose name is unknown, shall within 30 days after receiving the contribution, disburse the amount of the contribution to:
 - a. The treasurer of the state or a political subdivision for deposit into the state's or political subdivision's general fund; or
 - b. An organization that is exempt from federal income taxation under Section 501(c)(3), Internal Revenue Code.

F. PUBLIC INFORMATION: reports shall be made available to the public no later than one business day after the report is filed.

G. FAILURE TO FILE:

- 1. If a candidate misses the deadline for a required interim filing before the election, the County Clerk shall:
 - a. Accept a report filed after the deadline if it is filed within 24 hours of the deadline and impose a fine of \$100.

- b. Disqualify a candidate and inform the appropriate election officials that the candidate is disqualified if the candidate fails to file an interim report within the 24 hours following the deadline for filing.
 1. A political party of a disqualified candidate may not replace the candidate.
 2. A disqualified candidate shall file with the County Clerk a complete and accurate campaign finance statement within 30 days after the day on which they are disqualified.

H. PENALTY: Any party who fails to comply with this section is guilty of an infraction and may be assessed a \$100 fine.

I. DATE OF EFFECT: Shall go into effect following the 2022 General Election.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 15th day of June 2022, by the Board of County Commissioners in Box Elder County, Utah,



Commissioner Hadfield
Commissioner Summers
Commissioner Scott

Voting *Aye*
Voting *Aye*
Voting *Aye*

Jeffrey D. Scott
Box Elder County Commission Chair

Attest:

Marla Young
Marla Young, Box Elder County Clerk

State of Utah)
)
County of Box Elder)

On this 16th day of June, 2022, personally appeared before me, the Undersigned notary public, Jeffrey D. Scott, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commission Chairman for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.



Marla Young
Notary Public

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
 7. Increasing electronic prescribing to prevent diversion or forgery.
 8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Exhibit: B

Exhibit B to One Utah Opioid Settlement MOU
County Allocations

<u>County</u>	<u>Allocation Percentage</u>
Beaver	0.228%
Box Elder	1.464%
Cache	2.649%
Carbon	2.718%
Daggett	0.028%
Davis	8.695%
Duchesne	0.641%
Emery	0.938%
Garfield	0.147%
Grand	0.304%
Iron	1.622%
Juab	0.352%
Kane	0.439%
Millard	0.355%
Morgan	0.216%
Piute	0.022%
Rich	0.061%
Salt Lake	42.271%
San Juan	0.249%
Sanpete	1.013%
Sevier	0.661%
Summit	0.944%
Tooele	2.233%
Uintah	0.866%
Utah	15.426%
Wasatch	0.601%
Washington	4.865%
Wayne	0.109%
Weber	9.883%

ONE UTAH
OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING

1. Recitals and General Principles.

1.1. The people of the State of Utah, its counties, and its communities have been harmed by the opioid epidemic, which was caused by Pharmaceutical Supply Chain Participants.¹

1.2. The State of Utah, *ex rel.* Sean Reyes, Attorney General (the “State”), and most of the counties in Utah are separately engaged in litigation and other actions seeking to hold the Pharmaceutical Supply Chain Participants accountable for the opioid epidemic.

1.3. The Parties desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misfeasance, malfeasance, and nonfeasance throughout their respective geographic areas.

1.4. The Parties enter into this One Utah Opioid Settlement Memorandum of Understanding (“MOU”) to determine the allocation of Settlement Funds and set forth certain other terms under which the Parties may jointly agree to a Settlement.

1.5. The parties recognize that, based on settlement discussions under consideration with certain Pharmaceutical Supply Chain Participants, the anticipated amount of Settlement Funds increases as more counties, cities, and towns participate in a Settlement, and that the maximum amount of Settlement Funds may be achieved only if the State and all counties, cities, and towns agree to a Settlement. Without such global agreement within Utah, the amount of Settlement Funds is likely to be reduced.

1.6. Any Settlement will require subsequent acceptance and approval by any settling Parties of a formal written Settlement agreement, including the execution of required releases of claims.

- 1.7. By entering into this MOU, each Party reserves, in its sole discretion, its rights to:
- 1.7.1 Participate or not participate in any Settlement;
 - 1.7.2 Maintain, pursue, and prosecute its existing and potential legal claims;
 - 1.7.3 Resolve its claims as it sees fit; and
 - 1.7.4 Resolve its claims independent of the other Parties.

Provided, however, if a County elects not to enter into a settlement of the Litigation, the County shall not participate or be entitled to, Settlement Funds.

1.8. By entering this MOU, no Party is acquiescing to or giving jurisdiction over any element of its actions, including control over payment of attorney fees, to any federal court, including MDL 2804 - National Prescription Opiate Litigation. The parties enter this MOU relating to the allocation as a preliminary non-binding agreement understanding that it only provides a basis to draft formal documents which will effectuate the Parties’ agreement.

¹ Capitalized terms not defined contemporaneously are defined in Section 2.

1.9 This MOU has been drafted collaboratively by the Parties to maintain the Parties' existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.

2. Definitions.

As used in this MOU:

2.1. "Administrator" shall mean the person or entity responsible for compiling data and information from the Settling Parties.

2.2. "Approved Uses" shall mean those uses identified in Exhibit A, Opioid Settlement Funds – Approved Uses.

2.3. "County(ies)" shall mean each county that has signed this MOU on its own behalf as a political subdivision of the state pursuant to Utah Code Ann. § 17-50-101(1).

2.4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants AmerisourceBergen, Cardinal, McKesson, and Janssen seeking to hold them accountable for the opioid epidemic, including any kind of injury caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids. It is the intent of this MOU that the term litigation shall apply to all claims, whether or not asserted by a Party.

2.5. "Local Governments" shall mean all counties and municipalities located within the geographic boundaries of the State.

2.6. "Municipalities" shall mean those entities defined in Utah Code Ann. § 10-1-104.

2.7. "National Settlement Fund Administrator" shall mean the person or entity responsible for enforcing the provisions of any national Settlement or bankruptcy plan, whether called an "administrator," "trustee," "board," or the functional equivalent of those terms.

2.8. "Opioid Litigation Settlement Restricted Account" shall mean the restricted account established within the General Fund pursuant to Utah Code Ann. § 51-9-801.

2.9. "Party(ies)" shall mean the State and all Local Governments, whether represented by outside counsel or not, whether involved in Litigation or not, which have signed this MOU.

2.10. "Pharmaceutical Supply Chain Participant" shall mean any entity or individual that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

2.11. "Settlement" shall mean the negotiated resolution of the Litigation when that resolution has been jointly entered into by all the Parties, or if jointly entered into by fewer than all the Parties, this MOU is incorporated by the Settling Parties.

2.12. "Settlement Funds" shall mean monetary amounts obtained through a Settlement on or after the date of this MOU.

2.13. "Settling Parties" shall mean the State and any Local Governments which accept a Settlement and sign the corresponding Settlement agreement.

3. Allocation of Settlement Funds.

3.1. All Settlement Funds, other than those directed to attorney fees and costs, regardless of allocation, shall be utilized consistent with the Approved Uses, as ultimately memorialized in a written Settlement agreement which shall become an order of the Litigation courts or other tribunals, including bankruptcy courts. Compliance with the Approved Uses shall be verified as set forth in Section 7.

3.2. 50% of the Settlement Funds shall be allocated to the State ("State Share").

3.3. 50% of the Settlement Funds shall be allocated to the Settling Party Counties ("Local Government Share").

4. Mechanism for Directing Settlement Funds to Approved Uses.

4.1. The State Share shall be deposited by the National Settlement Fund Administrator into the Opioid Litigation Settlement Restricted Account and disbursed pursuant to the terms of that statute.

4.2. The Settling Party Local Governments' Share shall be distributed by the National Settlement Fund Administrator directly to each settling County pursuant to the percentages set forth in Exhibit B (adopted from <https://allocationmap.iclaimsonline.com/>) or, on County instructions, to the Utah attorney fee and expense fund established in Section 6.

5. Local Government Allocation.

5.1. As provided for in this Agreement the funds allocated to Each settling County shall be paid to the County directly and the County and its constituent municipalities may distribute the settling County's share of the Settlement Funds among all of the jurisdictions in that county in any manner they choose, consistent with the requirements set forth in the Settlements.

5.2. This Memorandum of Understanding shall apply only to settlements with AmerisourceBergen, Cardinal, McKesson, and Janssen, and provided that 95%, by population, of the litigating political subdivisions agrees to participate in the relevant settlement agreement.

6. Payment of Counsel and Litigation Expenses.

6.1. The parties anticipate that any national Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

6.2. In the event that there is a national fund established to pay attorney fees related to a Settlement (“National Fund”), the Counties may, but are not required to, in a formal Settlement agreement establish a Utah attorney fee and expense fund (“Utah Fund”) from which counsel for the Settling Parties may seek payment of their attorney fees and costs not paid from a National Fund. Prior to applying to a Utah Fund, counsel for the Settling Parties must first apply for payment of attorney fees from a National Fund, after which it may seek its fees from the Utah Fund for any deficiency.

6.3. No portion of the State Share shall be used for the payment of Settling Party Local Government attorney fees and no portion of the State Share shall be used to establish the Utah Fund; no Settling Party Local Government Settlement Funds and no part of the Utah Fund shall be used for the payment of State attorney fees.

6.4. If a Utah Fund is insufficient to pay the total amount of contingency fees to all counsel for the Settling Parties, all fees will be reduced proportionately, i.e., all fees will be reduced by the same percentage so that no counsel shall receive a higher percentage of its allowed fee than any other counsel. In other words, counsel for the Settling Parties shall apply for an allocation from a Utah Fund based on its clients’ recovery and calculated by its fee percentage in the contract, but pro-rated to the extent the Utah Fund is insufficient for complete recovery of all fees to all counsel.

6.5. In no event shall counsel for any Settling Party receive an attorney fee in excess of the amount or percentage set forth in its representation agreement or 15%, whichever is the smaller amount, nor shall counsel for any Settling Party receive reimbursement for costs and expenses in excess of its actual costs and expenses or in excess of its reimbursement rights under its representation agreement.

6.6. Counties which did not retain outside counsel may not apply to any Utah Fund for payment of any attorney fees or costs.

6.7. The Counties participating in the Settlement pursuant to this MOU shall oversee any Utah Fund. The State shall bear no responsibility and waives any right it may have to oversee any Utah Fund. All expenses in administering the Utah Fund are the responsibility of the participating Counties.

6.8. If any Party is represented by more than one law firm, the Party shall be responsible for distribution of their client’s attorney fees and costs.

6.9. Any funds remaining in the Utah Fund in excess of the amounts needed to cover private counsels’ representation agreements shall revert to the Counties according to the percentages set forth in this MOU.

7. Compliance Reporting and Accountability.

7.1. At least annually, the Administrator shall provide an up-to-date accounting of payments and uses of Settlement Funds. The Administrator shall also provide an up-to-date accounting of payments and uses of Settlement Funds upon written request of a Settling Party.

7.2. Settling Party Local Governments shall file with the Administrator on or before May 30 of each year a proposed plan detailing the anticipated use of the Settlement Funds including (1) the amount of funds it anticipates disbursing; and (2) the proposed uses of those funds. For the State, on or before May 30 of each year, the Administrator shall make available to the other Settling Parties a plan detailing the same categories of information.

7.3. Settling Party Local Governments shall file with the Administrator, and the Administrator shall make available for the State to the Settling Parties, on June 30 of each year in which Settlement Funds are received, an annual report detailing the use of the Settlement Funds received including (1) the amount of funds received by that Settling Party; (2) the allocation of the funds received (listing the recipient of a third party, the program funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. The State shall provide this information separately to the appropriate authority designated in a Settlement document.

7.4. Out of any Settlement Funds, administrative expenses shall not exceed 1% of the Settlement Funds recovered by the State or any Settling Party.

7.5. Each Settling Party shall maintain, for at least the prior five (5) years, records of expenditures of Settlement Funds and documents underlying those expenditures, so the Settling Party can verify that all Settlement Funds are utilized consistent with this MOU, including the Approved Uses.

7.6. At least annually, each Settling Party shall publish on its website a report detailing for the preceding year (1) the amount of Settlement Funds received, and (2) the allocation of any distributions from the Settling Party's Settlement allocation (listing the recipient, the amount distributed, the program funded, and disbursement terms).

7.7. If it appears to any Settling Party that another Settling Party is using or has used Settlement Funds for non-Approved Uses, the objecting Settling Party may on written request seek the documentation underlying the report(s) described in this MOU. The Settling Party receiving such request shall have fourteen (14) days to provide the requested information. The objecting Settling Party and the Settling Party receiving such request may extend the time for compliance with the request only upon mutual written agreement.

7.8. Each Settling Party may object to an allocation or expenditure of Settlement Funds by any other Settling Party solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provisions this MOU, including the Approved Uses; or (2) violates the limitations set forth in Section 7.4. with respect to compensation of the Trustee.

7.9. Following a request and production of information pursuant to Section 7.7. and when it appears that Settlement Funds are being or have been spent on non-Approved Uses, the objecting Settling Party may seek and obtain in an action in the Third District Court of Utah in Salt Lake County an injunction prohibiting the misusing Party from spending any Opioid Funds on non-Approved Uses and requiring the misusing Party to return the monies that were spent on

non-Approved Uses after notice as is required by the rules of civil procedure. So long as an action is pending, distribution to the misusing Party of Opioid Funds temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but which have not been returned by the time the action is resolved.

7.10. In an action brought pursuant to Section 7.9., attorney fees and costs shall not be recoverable.

ACCEPTED by the undersigned and executed this 15th day of June, ~~2021~~ ²⁰²² JDS

Signature: Jeffrey D. Scott
Name: Jeffrey D. Scott
Title: Commission Chair
Subdivision: B.E. County

Exhibit: A



Utah Janssen & Distributors Opioid Settlement Payment Disbursement Estimate for Box Elder County

Payment Number	Payment Date	Amount
1	7/1/2022	\$ 95,929.91
2	7/1/2022	\$ 133,853.26
3	7/1/2023	\$ 117,165.28
4	7/1/2024	\$ 156,962.20
5	7/1/2025	\$ 164,227.33
6	7/1/2026	\$ 102,641.64
7	7/1/2027	\$ 102,641.64
8	7/1/2028	\$ 118,972.27
9	7/1/2029	\$ 122,689.72
10	7/1/2030	\$ 122,689.72
11	7/1/2031	\$ 105,944.09
12	7/1/2032	\$ 88,440.57
13	7/1/2033	\$ 88,440.57
14	7/1/2034	\$ 88,440.57
15	7/1/2035	\$ 88,440.57
16	7/1/2036	\$ 88,440.57
17	7/1/2037	\$ 88,440.57
18	7/1/2038	\$ 88,440.57
Total:		\$ 1,962,801.01

*These calculations are provided for convenience only and do not represent a guarantee of payment to any county. Final calculations will be made by the National Settlement Fund Administrator who is responsible for remitting payment to settling parties.

Prepared May 2022.

**INTERLOCAL AGREEMENT by and between the BRIGHAM CITY
REDEVELOPMENT AGENCY and
BOX ELDER COUNTY for the TRUECORE COMMUNITY
REINVESTMENT PROJECT AREA**

June **THIS INTERLOCAL AGREEMENT** is entered into as of the 15th day of June, 2022, by and between the **BRIGHAM CITY REDEVELOPMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **BOX ELDER COUNTY**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within Brigham City, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the TrueCore Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area (the “**Project Area Plan**”) on _____, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for desirable development within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(61) (hereinafter “**Tax Increment**”)), created by development within the Project Area to encourage desirable development within the Project Area; and

E. WHEREAS UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated from the Project Area for the purposes set forth therein; and

F. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development of the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity's share of Tax Increment generated by development within the Project Area in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the Taxing Entity's share of the Tax Increment from the Project Area (the "**Taxing Entity's Share**") for up to twenty (20) consecutive years, or a maximum cumulative Tax Increment payment to the Agency of \$476,627.47 from the Taxing Entity's Share. The Agency may begin collecting increment, or "trigger" the collection of Tax Increment, upon written notice to the Taxing Entity and to Box Elder County. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond the tax year ending December 31, 2043. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular tax year for which the Agency wishes to begin tax increment collection. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1 of the 2024 tax year in order to receive the full twenty (20) years of Tax Increment contemplated by this Agreement.

b. The Taxing Entity's Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Documents and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be \$79,512.00, which taxable value is subject to adjustment as required by law.

c. All centrally-assessed property existing within the Project Area as of the date of this Agreement, if any, shall be excluded from the calculation of Tax Increment under this Agreement. However, any new centrally assessed property constructed within the Project Area in connection with the Project shall be considered as new incremental value for purposes of calculating Tax Increment pursuant to this Agreement. The County is hereby authorized to make such

calculations and estimates as may be reasonably necessary to accomplish such treatment as described in this subsection.

d. The Taxing Entity hereby authorizes and directs Box Elder County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

e. Of the amounts received by the Agency, the Agency may retain ten percent (10%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3). The foregoing sentence notwithstanding, the Agency, at its sole discretion, may choose to not make the allocation described in UCA § 17C-5-307(3) if the conditions described in UCA § 17C-5-307(4) are met. The Taxing Entity hereby agrees and consents to the Agency not making the allocation as described in UCA § 17C-5-307(4)(a) and therefore shall not object to the Agency not making said allocation.

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to the payment of any of the components of the development within the Project Area and related purposes, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize.

4. **Consent to Project Area Budget.** As required by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget adopted by the Agency for the Project Area.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of each Taxing Entity's Share has been paid to and disbursed by the Agency as provided herein.

f. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

10. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

13. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

15. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]

Agency:

**BRIGHAM CITY REDEVELOPMENT
AGENCY**

By: _____
Dennis J. Bott, Chair

Attest:

By: _____
Christina Boss, Secretary

Attorney Review of Interlocal Agreement:

The undersigned, an attorney licensed to practice in the State of Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Adam S. Long

[Signatures continue]

[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]

Taxing Entity:

BOX ELDER COUNTY



By: *Jeff Scott*
Jeff Scott, Commission Chair

Attest:

By:

Marla Young
Marla Young, Clerk

Attorney Review for the Taxing Entity:

The undersigned, as attorney for the Taxing Entity, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Stephen R. Hadfield
Stephen R. Hadfield, County Attorney